

BANGALORE METRO RAIL CORPORATION LIMITED

(177)
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**OPERATIONS & MAINTENANCE
TENDER DOCUMENTS**

**PROVIDING SERVICES FOR DIGITAL INSPECTION AND HEALTH
ASSESSMENT OF VIADUCT STRUCTURE IN REACH-1 OF LINE-1 SECTION**

TENDER NO.....

**QUALIFICATION CUM TECHNICAL PACKAGE
VOLUME 1**

FEBRUARY 2025



BANGALORE METRO RAIL CORPORATION LIMITED

III FLOOR, BMTCL COMPLEX, K.H. ROAD, SHANTHINAGAR,

BANGALORE - 560027, KARNATAKA, INDIA.

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Bangalore Metro Rail Corporation Ltd.

Tender No.

Tender Document

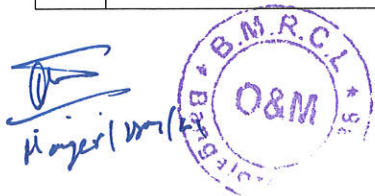
For

Providing Services for Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section.

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Section I: Notice Inviting Tender (NIT)

1. Notice Inviting Tender (NIT)

BMRCL invites proposals (hereinafter referred as the 'Proposal(s)') exclusively from the Service Provider for entering into a contract for the delivery of Services (hereinafter referred to as 'the Services'). This Tender document, reference number, Tender (hereinafter referred to as 'the Tender Document'), gives further details.

2. The Tender Document

2.1. Service Providers must read the complete 'Tender Document'.

This NIT, an integral part of the Tender Document, serves a limited purpose of invitation and does not purport to contain all relevant details for submitting Proposals. 'Tender Information Summary' (TIS) appended to this notice gives a salient summary of the relevant information. Any generic reference to NIT shall also imply a reference to TIS as well. However, Service Provider must go through the complete Tender Document for details before submission of their Proposals.

2.2. Availability of the Tender Document

The Tender Document shall be published on the e-Procurement Portal. It shall be available for download after the date and time of the start of availability till the deadline for availability as mentioned in TIS. If BM RCL happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended. Any query/ clarification regarding downloading Tender Documents and uploading Proposals on the e-Procurement portal may be addressed to the Help Desk in the e-Procurement Portal (please refer to TIS for details).

2.3. Clarifications

A Service Provider requiring any clarification regarding the Tender Document may seek clarification through the e-Procurement Portal, provided the questions are raised before the clarification end date mentioned in TIS (or if not mentioned, before 7 days of the deadline for the proposal submission). This deadline shall not be extended in case of any intervening holidays.

3. Eligibility and Qualification Criteria for Participation in this Tender

The Service Provider must meet the eligibility and qualification criteria prescribed in the EQC (Eligibility and Qualification criteria) of the Tender document as of the date of his proposal submission. Service Provider shall be required to declare fulfilment of Eligibility Criteria in Form T-1: Proposal Form (Covering Letter).

4. Purchase Policies of the Government

As detailed in the Tender Document, the BM RCL reserves its right to grant preferences to eligible Service Provider under various Government Policies/ directives.

5. Pre-Bid Conference



If so, indicated in TIS, *Service Provider* are requested to attend a Pre-Bid conference to clarify the Tender's technical requirements and commercial conditions at the time, date, and place mentioned therein.

6. Submission of Proposals:

- 1) Proposals must be uploaded till the deadline for submission mentioned in TIS. If the office happens to be closed on the deadline to submit the Proposals as specified above, this deadline shall not be extended. No manual Proposals shall be accepted for submission (except for originals of scanned copies as per the sub-clause below). In the case of downloaded documents, Service Provider must not make any changes to the contents of the documents while uploading, except for filling in the required information.
- 2) Service Provider must comply with the conditions of the e-Procurement portal, including registration, compatible Digital Signature Certificate (DSC) etc.
- 3) Unless otherwise specified, in TIS, originals (or self-attested copies of originals – as specified therein) of specified scanned uploaded documents must be physically submitted sealed in double cover and acknowledgement be obtained before the Proposal submission deadline at mentioned venue. Failure to do so is likely to result in the Proposal being rejected. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue.
- 4) Not Used
- 5) Not Used

7. Proposal Opening

Proposals received shall be opened online at the specified date and time given in TIS. If the office is closed on the specified date of opening of the Proposals, the opening shall be done on the next working day at the same time.

8. Disclaimers and Rights of BMRCL

The issue of the Tender Document does not imply that BMRCL is bound to select Proposal(s), and it reserves the right without assigning any reason to:

- a) reject any or all the Proposals, or
- b) cancel or abandon the Procurement Process; or
- c) issue another Tender for identical or similar Services

Note: For further details, please refer to appended TIS and the complete Tender Document.

Digitally Signed by

General Manager (Civil-1)

[Insert Name, Designation, and contact details of Tender Inviting Authority]



Appendix to NIT: Tender Information Summary (TIS)

Tender Document No. Tender No./ xxxx;

Tender Title: Providing Services for

(Ref ITS-clause 1.4)

Tender Information Summary (TIS)			
1.0 Basic Tender Details			
Tender Name of Assignment	Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section"		
Tender Reference Number	Tender No./ xxxx	Tender ID	[Fill]
Tender Type	[Open Tender – Domestic]	Form of Contract	[Item Rate]
Tender Category	[Services]	No. of Covers	[Two Covers]
Bidding System	[Single Stage]	Price Structure	Lumpsum
Selection Method	Least cost method	Domestic/ Global Procurement	Domestic Procurement
Procuring Organisation:	Procuring Organisation	BMRCCL:	
Authority on whose behalf Tender is invited	MD, BMRCCL		Head of Procurement
Tender Inviting Authority (TIA)	Deputy General Manager (SSM –L1)	Address	Bangalore Metro Rail Corporation Ltd., O&M Wing Admin Building ,Baiyappanahalli Depot
Appointing Authority for Arbitration	Head of the Procuring Organisation	Type of Contract	Lump-sum
2.0 Schedule of Dates (ITS-clause 7; 8; 9; 10 and 11)			
For the schedule of dates for the Pre-Bid Conference, if any, please refer to Section 7.0 below			
Published Date	As per e-portal	Proposal Validity (Days from the date of Proposal Opening) – ITS-clause 9.3	120 Days from the last date of Tender Submission



Document Download Start Date & Time	As specified in e-portal		
Clarification Start Date & Time	As specified in e-portal	Clarification End Date & Time	As specified in e-portal
Proposal Submission Start Date & Time	As specified in e-portal	Proposal Submission Closing Date & Time	As specified in e-portal
Proposal Opening (techno-commercial Proposal) Date & Time		As specified in e-portal	
Technical Proposal Presentation / Customers Testimonials	[To be intimated later]	Proposal Opening (Financial Proposal) Date & Time	[To be intimated later]
3.0 Terms of Reference (ITSclause 5)			
Consignee/ State:	BMRC/ Bangalore/ Karnataka	GSTIN Code of Consignee	[Fill]
Period of Contract	120 Days		
Service Details:	Digital Inspection and Health Assessment of Viaduct Structure		
4.0 Obtaining the Tender Document and clarifications (ITSclause 7)			
e-Procurement Portal and helpdesk for Document availability and submission	https://eprocure.gov.in/eprocure/app		KTPP e-Portal
	[Fill in your organisation's portal URL and helpdesk if the Tender Document download/ submission facility is also provided there]		
Cost of Tender Document (INR)	As per e-portal		
Office/ Contact Person/ email for clarifications	Ph No: +91 9449952780 Fax No: 080-25191114 Email: vijayakumardyce@bmrc.co.in		
5.0 Pre-Bid Conference (ITS-clause 8)			
Is a Pre-Bid Conference proposed to be held?	[Yes]		
Place, time, and date of the Pre-Bid Conference	As Specified in e-portal		
Place, time, and date before which Written queries for the Pre-Bid	As Specified in e-portal		



conference must be received			
Place, time, and date before which registration of participants for the Pre-Proposal conference must be received		<i>As Specified in e-portal</i>	
6.0 Preparation and Submission and Opening of Proposals (ITS-clause 9, 10 and 11)			
Proposals to be addressed to	The General Manager (Civil), Bangalore Metro Rail Corporation Ltd (O&M Wing) Admin Building, Baiyappanahalli Depot, S V Road, Bangalore – 560 038, Karnataka, India.		
Instructions for Online Proposal Submission	<i>As Specified in NIT Clause 6.</i>		
Proposal Opening Place	<i>[On e-procurement portal(s) mentioned above]</i>		
7.0 Physical submission of Originals/ Self-attested copies of Originals of Scanned Documents uploaded (ITS-clause 10.3)			
Physical documents required/ permitted to be submitted		<i>[Yes]</i>	
If Yes, List of Documents to be submitted physically		<i>[Form T-9: Documents related to Bid Security]</i>	
Deadline for physical submission of originals/ self-attested copies of Originals of uploaded scanned documents		<i>[within 5 days from the last date of Proposal submission, to avoid Service Providers playing an anti-competitive game]</i>	
Address of Physical Submission of Originals	<i>[Same as TIA above]</i>		
8.0 Documents relating to Bid Security (ITS-clause 9.4) and Performance Security (ITS-clause 14.2.2)			
<i>[Applicable @ 2.00% of Estimated value]</i>		Bid/ Performance Security to be addressed/ in favour of	<i>Bangalore Metro Rail Corporation Ltd</i>
Performance Security	<i>[Applicable @ 3% of Order value]</i>	Form of Security and To whom to be addressed	<i>[Fill]</i>
10.0 Service Provider – Eligibility and Preference Policies (ITSClause 3)			
Are sub-contractors and Key Experts permitted to participate in more than one proposal		<i>No</i>	



(ITSClause 3.2))			
10.0 Additional Clauses			
Price Variation (ITS- clause 6.2.2)	[No]	Advance Payments Provided	[No]



Section II: Instructions to Service Provider(ITS)

1. The Tender Document

1.1. Basic Tender Details

This 'Tender' (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Services (hereinafter called 'the Services') described in Section VI: "Terms of Reference". The 'Services' may include incidental Goods, Works, and other Services, if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods, Works, and other Services. Proposals are invited exclusively from the Service Provider who have purchased the Tender documents and are not transferable to any other Service Provider.

1.2. Interpretations, Definitions, Abbreviations and Document Conventions

Section IV: General Conditions of Contract (GCC), detailed Tenets of interpretation (GCC-clause 1.1), Definitions (GCC-clause 1.2), Document conventions (GCC-clause 1.3) and Abbreviations (GCC-clause 1.4), which shall also apply to the rest of the Tender Document.

1.3. Overview of Contents

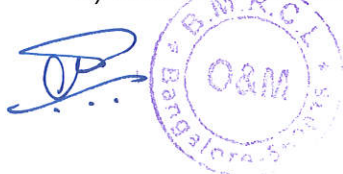
- 1) Unless otherwise stipulated in AITS, the Sections, Forms and Formats comprising this Tender Document are described in ITS-clauses 1.4, 1.5 and 1.6 below. A BOQ file for Financial Proposal separately available on the e-Procurement Portal is also part of this Tender Document. Any generic reference to Tender Document shall also imply a reference to any/ all the sections, Forms, Formats and the BOQ file or other files that comprise this Tender Document.
- 2) Service Provider must submit the Proposal in the Forms/ Formats mentioned in ITS-clauses 1.5 and 1.6 below. The sections mentioned in ITS-clause 1.4 below need not be signed or returned by the Service Provider; however, they must declare in his Proposal Form (Form T-1: Proposal Form) that he has read, understood, complied, and stands bound by all requirements of these sections:

1.4. Sections of the Tender Document

1.4.1 Sections of the Tender Document (need not be signed or uploaded)

Unless otherwise stipulated in AITS, the Tender Document contains the following sections, which are described in subsequent sub-clauses:

- 1) Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)
- 2) Section II: Instructions to Service Provider (ITS)
- 3) Section IIA: Appendix to Instructions to Service Provider (AITS)
- 4) Section III: Qualification Cum Eligibility Criteria (EQC)
- 5) Section IV: General Conditions of Contract (GCC)
- 6) Section V: Special Conditions of Contract (SCC)
- 7) Section VI: Terms of Reference
 - a) Section VI-A: List of Key Experts and Required Qualifications



8) Section VII: EvaluationCriteria

1.4.2 Section I: Notice Inviting Tender (NIT) and its Appendix: Tender Information Summary (TIS)

Section I – Notice Inviting Tender (NIT) and its Appendix – Tender Information Summary (TIS) provides a synopsis of information relevant for a Service Provider to decide on participating in the Tender. Any generic reference to NIT shall also imply a reference to TIS as well. Service Provider must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from this Section.

1.4.3 Section II: Instructions to Service Provider (ITS) and Section III: Appendix to Instructions to Service Provider (AITS)

Section II: "Instructions to Service Provider" (ITS) along with Section III: "Appendix to Instructions to Service Provider (AITS)" provides the relevant information as well as instructions to assist the Service Provider in preparing their proposals. It also includes the mode and procedure adopted for receipt/ opening, scrutiny/ evaluation of Proposals, and contract award. In case of a conflict, provisions of AITS shall prevail over those in the ITS. Any generic reference to ITS shall also imply a reference to AITS as well. Service Provider must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from these Sections.

1.4.4 Section III: Qualification cum Eligibility Criteria

Section III: Provides relevant information on similar assignment and turnover criteria proposed for this service.

1.4.5 Section IV: General Conditions of Contract (GCC) and Section V: Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions governing the resulting Contract. In case of a conflict, provisions of the SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/ SCC shall prevail over those in ITS/ AITS. Service Provider must fill up 'Form T-7: Terms and Conditions - Compliance' regarding any proposed deviations from terms and conditions in these Sections.

1.4.6 Section VI: Terms of Reference and Section VI-A: List of Key Experts and Required Qualifications

Section VI: Terms of Reference describes the background, purpose/ objectives, description/ scope, deliverables/ outcomes, timelines, BMRCL's inputs and counterpart personnel, statutory requirements of Services required etc.

Section VI-A: 'List of Key Experts and Required Qualifications' describes the team composition and expertise, experience and professional qualifications required for each of the Key Experts. Service Provider must fill up 'Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Facilities to be provided by BMRCL' regarding these Schedules.



1.4.7 Section VII: Evaluation Criteria

- 1) Section VII – The Evaluation shall be carried out to assess whether the Tenderer is complying to all Tender conditions and to assess the capability of the Tenderer based on the submittals provided as per the requirement.
- 2) Service Provider must fill up the following Forms regarding this Schedule:
 - a) Form T-2: Service Provider's Organization and Experience
 - b) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by BMRCL
 - c) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
 - d) Form T-5: Work Schedule and Planning for Deliverables
 - e) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
 - i) Annex to Form T-6: Key Experts' Curriculum Vitae (CV)

1.5. Forms (To be filled, digitally signed and uploaded by Service Provider)

Please refer to ITS-clause 1.4 above to relate the following forms to the corresponding Sections.

Technical Proposal:

- 1) Form T-1: Proposal Form – (To serve as a covering letter to both the Techno-commercial and Financial Proposals)
- 2) Form T-1A: Service Provider's Commercial Information
- 3) Form T-2: Service Provider's Organization and Experience
- 4) Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by BMRCL
- 5) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- 6) Form T-5: Work Schedule and Planning for Deliverables
- 7) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
 - a. Annex to Form T-6: Key Experts' Curriculum Vitae (CV)
- 8) Form T-7: Terms and Conditions - Compliance
- 9) Form T-8: Checklist for Service Provider
- 10) Form T-9: Documents Relating to Bid Security
- 11) Not used

Financial Proposal

The Financial Proposal is to be submitted in a separate file available on the e-Procurement Portal.

- ### 1) Form F-1 Summary of Costs

1.6. Other Formats

- 1) Format 1: Contract Form(Required after Letter of Award).
 - a) Appendix A: Terms of Reference
 - b) Appendix B: Key Experts
 - c) Appendix C: Not Applicable

- i) Annex to Appendix C: Not Applicable
- d) Appendix D: Not Applicable
- e) Appendix E: Not Applicable
- 2) Format 2: Certification by Prospective Arbitrators
- 3) Format 3: Authorization for Attending Pre-Bid Conference. (To be filled up, if required, by Service Provider)

2. Procuring Entity - Rights and Disclaimers

2.1. BMRCL

Proposals are to be addressed to the General Manager Civil -1 (O&M), BMRCL.

2.2. Right to Intellectual Property and confidentiality:

- 1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of BMRCL and must not be shared with third parties or reproduced, whether in whole or part, without BMRCL's prior written consent.
- 2) However, Service Provider may share these to prepare and submit their Proposals with their employees, subcontractor(s), or holding Company, after obtaining an undertaking of confidentiality similar to that imposed on the Service Provider.
- 3) This condition shall also apply to Service Provider who do not submit a Proposal after downloading it or are not awarded a contract in the process.
- 4) The obligation of the Service Provider under sub-clauses above, however, shall not apply to information that:
 - a) now or hereafter is or enters the public domain through no fault of Service Provider;
 - b) is legally possessed by Service Provider at the relevant time and was not previously obtained, directly or indirectly, from BMRCL; or
 - c) Otherwise lawfully becomes available to Service Provider from a third party with no obligation of confidentiality.
- 5) The provisions of this clause shall survive completion or termination for whatever reason of the Procurement Process or the contract.

2.3. Right to Reject any or all Proposals

BMRCL reserves its right to accept or reject any or all Proposals, abandon/ cancel the Procurement Process, and issue another Tender for the same or similar Services at any time before the award of the Contract. It would have no liability to the affected Service Provider (s) or any obligation to inform them of the grounds for such action(s).

2.4. Disclaimers

2.4.1 Regarding the Purpose of the Tender Document

The Tender Document is neither an agreement nor an offer to prospective Service Provider (s) or any other party hereunder. The purpose of the Tender Document is to provide the



Service Provider (s) with information to assist them in participation in this Procurement Process.

2.4.2 Regarding Documents/ guidelines

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the Service Provider and BMRCL. No other Government or Procuring Entity's document/ guidelines/ Manuals, including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Documents shall have any locus-stand-in in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

2.4.3 Regarding Information Provided

Information contained in the Tender Document or subsequently provided to the Service Provider (s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally, in the documentary, or in any other form, directly or indirectly, by BMRCL, its employees, or associated agencies.

2.4.4 Regarding Tender Document:

- 1) The Tender Document does not purport to contain all the information Service Provider (s) may require. It may not address the needs of all Service Provider. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Service Provider (s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. BMRCL, its employees and other associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.
- 2) BMRCL, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Service Provider, on such account.

3. Service Provider – Eligibility and Preferential Policies

3.1. Service Provider

This invitation is open only to eligible and experienced Service Provider.

3.2. Restrictions on Association among Service Provider

- 1) **Not Used**
- 2) The Service Provider shall not subcontract the whole of the Services. However, subject to the restrictions outlined in this Tender Document, a Service Provider may propose to sub-contract a part of the contract for specialized items of services,



provided such a sub-contractor does not circumvent the eligibility condition based on which the Service Provider was made responsive. The names and details of the sub-contracts must be clearly stated in the proposal submitted by the Service Provider. Despite any approval granted by BMRCL for such arrangements, the Service Provider / Service Provider shall be solely and directly responsible for executing sub-contracted portions of the contract. The total value of the sub-contracting portion of services must not exceed the per cent of the contract price as specified in the Tender Document/ Contract (if not so specified, 25 (twenty-five) percent). Sub-contracting by the Service Provider without the approval of BMRCL shall be a breach of contract.

3) Participation of Sub-contractors, Key Experts in more than one Proposal:

Unless otherwise stipulated in the TIS, participation of Sub-contractors, Key Experts in more than one Proposal is not permissible.

3.3. Inputs of Key Experts

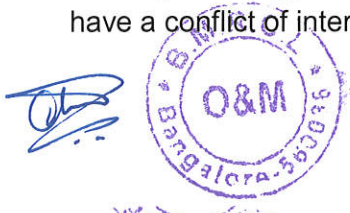
- 1) Service Provider shall not propose alternative Key Experts. Only one CV shall be submitted for each Key Expert position. Failure to comply with this requirement shall make the Proposal non-responsive.
- 2) Not used
- 3) Not used
- 4) Not used

3.4. Eligibility Criteria for Participation in this Tender

- 1) The Service Provider must continue to meet the eligibility criteria prescribed in the Tender Document, including restrictions on Service Provider from specified countries as of the date of the Proposal submission and should continue to meet these till the award of the contract. The Service Provider shall be required to declare continued fulfillment of Eligibility Criteria in Form T-1 'Proposal Form (Covering Letter)'. Service Provider must provide evidence of their continued eligibility to BMRCL if requested.
- 2) Furthermore, it is the Service Provider's responsibility to ensure that its Experts, Sub-contractors, agents (declared or not), sub-contractors, service providers, suppliers and/or their employees similarly continue to meet such eligibility criteria.

3.5. Conflict of Interest

The Service Provider must provide professional, objective, and impartial advice, holding the Procuring Organization's interest paramount at all times, and shall not try to get benefits beyond the legitimate payments and credentials in the contract. He should strictly avoid conflicts with other assignments or their own corporate interests. Service Providers must disclose to BMRCCL in Form T-1 'Proposal Form (Covering Letter)' any situation of actual or potential conflict that impacts its capacity to serve the best interest of the Procuring Organization. Failure to disclose such situations shall be treated as a violation of the Code of Ethics (ITSClause 16) and shall attract penalties mentioned therein. Proposals found to have a conflict of interest shall be rejected as non-responsive. Without limitation on the generality of the preceding, a Service Provider in this Procurement Process shall be considered to have a conflict of interest if the Service Provider:



1) **Conflicting Associations:**

- a) directly or indirectly controls, is controlled by or is under common control with another Service Provider; or
- b) receives or has received any direct or indirect subsidy/ financial stake from another Service Provider; or
- c) has the same legal representative/ agent as another Service Provider for purposes of this Proposal. A Principal can authorize only one agent, and an agent also should not represent or quote on behalf of more than one Principal; or
- d) has a relationship with another Service Provider, directly or through common third parties, that puts it in a position to have access to information about or influence the Proposal of another Service Provider or influence the decisions of BMRCL regarding this Procurement Process; or
- e) Participates in more than one Proposal in this Procurement Process. Participation in any capacity by a Service Provider (including the participation of a Service Provider as sub-contractor in another Proposal or vice-versa) in more than one Proposal shall result in the disqualification of all Proposals in which he is a party. However, this does not limit the participation of a Service Provider firm as a sub-contractor in more than one Proposal; or

2) **Unfair Competitive Advantage and Conflicting Activities:** had (or any of its Affiliates) been engaged by BMRCL to provide goods, works, or services for a project, shall be disqualified from providing services resulting from or directly related to those goods, works, or services. Conversely, a firm (or any of its Affiliates) hired to provide services for the preparation or implementation of a project shall be disqualified from subsequently providing goods or works or services resulting from or directly related to the services for such preparation or implementation.

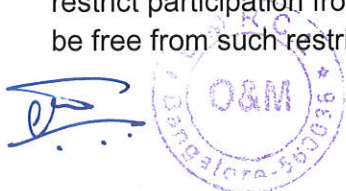
3) **Conflicting Assignments:** would (including its Experts and Sub-contractors) or any of its Affiliates) be or is providing services in another assignment for the same or another Procuring Entity that, by its nature, may conflict with this assignment.

4) **Conflicting Relationships:** has a close business or family relationship with a staff of the Procuring Organization who:

- (i) are directly or indirectly involved in the preparation of the Tenderdocument or TOR of the Procurement Process and/or the evaluation of Proposals;
or
- (ii) Would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to BMRCL throughout the Procurement Process and execution of the Contract.

4. **Purchase Policies of the Government**

- 1) Unless otherwise stipulated in TIS/ AITS, BMRCL reserves its right to grant preferences to specified categories of Service Providers under various Government Policies/ Directives.
- 2) As detailed in the Tender process, Government policies restrict the participation of entities from i) Countries sharing land borders with India and ii) Countries that may restrict participation from Bidders from India. They should ensure that they continue to be free from such restrictions.



5. The Terms of Reference and Form of Contract

5.1. Eligible Services –Origin

Unless otherwise stipulated in the Tender Document, all 'Services' and incidental 'Goods, Works, and other Services' to be delivered under the Contract must not be from entities with origin from restricted countries as per ITS clause 5.1.

5.2. Facilities to be provided by BMRCL

Unless otherwise stipulated in the AITS, no Facilities (including Reference Documents, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by BMRCL to the Service Provider.

5.3. Form of BOQ/ Contract and Selection Method

5.3.1 Not Used

5.3.2 Lump sum form of BOQ/ Contract

This is a Lump sum form of Contract.

5.3.3 Selection Method

The selection method applicable in this Tender shall be Least Cost Selection (LCS)

- 1) Please refer to ITS Clause 12 for details.

6. Proposal Prices, Taxes and Duties

6.1. Prices

6.1.1 Not Used

6.1.2 Price Components

Service Provider shall indicate in the Price Schedule, all the specified components of prices shown therein, including the unit prices and Total Proposal prices.

The Contract price breakdown shall be provided in the Financial Package (Vol-2) and the total payments under this Contract shall not exceed this Contract price.

6.1.3 Price Schedule

- 1) Service Providers are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required.
- 2) Service Providers shall fill in rates other than zero value in the specified cells without leaving them blank.
- 3) The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the Service Provider, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour in India.

6.1.4 Provisions of GST



- 1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its associated HSN code and GST rate.
- 2) While quoting the basic rate, the Service Provider should offset the input credit available as per the GST Act.
- 3) Please refer to ITS-Clause 6.3 for further details.

6.1.5 Currencies of Proposal and Payment

- 1) All payments shall be made in Indian Rupees only.
- 2) Not used

6.1.6 Non-compliance

Tenders where prices are quoted in any other way shall be rejected as non responsive.

6.2. Firm/ Variable Price

6.2.1 Firm Price

Prices quoted by the Service Provider shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

6.2.2 Price Variation Clause:

No Price variation clause is applicable for this Tender

6.3. Taxes

The Service Provider is responsible for meeting all tax liabilities arising from the Contract.

6.3.1 GST Registration Status:

- 1) All the Service Providers should ensure that they are GST compliant and that their quoted tax structure/ rates are as per GST Act/ Rules. Service Providers should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.
- 2) **GST Registration Number (15-digit GSTIN).** If the Service Provider has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical concerned with the delivery of Services involved shall be quoted. If the services provided are from multiple states, the Service Provider should mention GST registration numbers for each state separately.
- 3) **Composition scheme:** If the Service Provider has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.
- 4) **Exemption from Registration:** If a Service Provider is not liable to take GST registration, i.e., having turnover below threshold, he shall submit undertaking/ indemnification against tax liability. Service Provider claiming exemption in this respect shall submit a valid certificate from practicing Chartered Accountant (CA)/ Cost Accountant with Unique Document Identification Number (UDIN) to the effect that Service Provider fulfils all conditions prescribed in notification exempting him from registration. Such Service Provider / dealer shall not charge any GST and/ or GST



Cess in the bill/ invoice. In such case, applicable GST shall be deposited under Reverse Charge Mechanism (RCM) or otherwise as per GST Act by BMRCL directly to concerned authorities. The Service Provider should note that his offer would be loaded with the payable GST under the RCM. Further, the Service Provider should notify and submit to BMRCL within 15 days from the date of becoming liable to registration under GST.

- 5) BMRCL's GSTINs are indicated in TIS.

6.3.2 HSN Code and GST Rate:

- 1) If provided in this Tender Document, the HSN (Harmonized System of Nomenclature) code shall be only indicative. It shall be the responsibility of the Service Provider to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them.
- 2) As per the GST Act, the Proposal and Contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the Proposal/ contract price (exclusive of GST).
- 3) The Service Provider shall quote the price exclusive of GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Service Providers should quote 'GST' on the total basic rate of each service and quoted GST in '%' inclusive of cess.
- 4) If GST, other taxes, and duties are not specified, or the column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by BMRCL.
- 5) Not used

6.4. Payments

6.4.1 General

Unless otherwise stipulated in AITS, the usual payment term is 100% on delivery and acceptance of Services by BMRCL and production of all required documents.

6.4.2 No Advance Payments

No advance payment of any type (Mobilization, secured advances etc.) shall be made by BMRCL.

7. Downloading the Tender Document; Corrigenda and Clarifications

7.1. Downloading the Tender Document

The Tender document can be downloaded as per the details given in NIT clause 2.2.

7.2. Corrigenda/ Addenda to Tender Document

Before the deadline for submitting Proposals, BMRCL may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to Service Providers who have downloaded



the document under their login. However, the Service Providers must check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective Service Provider to take such corrigendum/ addendum into account in preparing their Proposals, BMRCL may suitably extend the deadline for the Proposal submission, as necessary. After BMRCL makes such modifications, any Service Provider who has submitted his Proposal in response to the original invitation shall have the opportunity to either withdraw his Proposal or re-submit his Proposal superseding the original Proposal within the extended time of submission as per ITS-clause 10.4.1 below.

7.3. Clarification of the Tender Document

As detailed in NIT clause 2.3, a Service Provider may seek clarification of the Tender Document. BMRCL shall respond within 5 working days of receipt of such a request for clarification. The query and clarification shall be shared on the portal with all the prospective Service Providers. Any modification of the Tender Document that may become necessary due to the clarification shall be made by BMRCL through an Addendum/ Corrigendum issued under the sub-clause above.

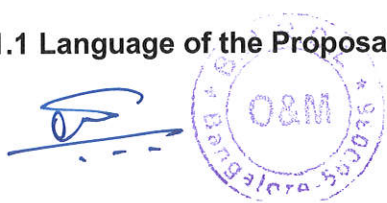
8. Pre-Bid meeting

- 1) If a Pre-Bid meeting is stipulated in the TIS, prospective Service Providers interested in participating in this Tender may attend a Pre-Bid meeting to clarify the Eligibility & techno-commercial conditions of the Tender at the venue, date and time specified therein.
- 2) Participation is not mandatory. However, if a Service Provider chooses not to (or fails to) participate in the Pre-Bid meeting or does not submit a written query, it shall be assumed that they have no issues regarding the Eligibility & Techno-commercial conditions.
- 3) The date and time by which the written queries for the Pre-Bid meeting must reach the authority and the last date for registration for participation in the Pre-Bid meeting are also mentioned in the TIS. If the dates are not mentioned, such date and time shall be 7 days before the date and time of the Pre-Bid meeting.
- 4) Delegates participating in the Pre-Bid conference must provide a photo identity and an authorization letter as per Format 2: "Authorization for attending a Pre-Bid meeting" from their Company/ principals; else, they shall not be allowed to participate. The Pre-Bid meeting may also be held online at the discretion of BMRCL.
- 5) After the Pre-Bid meeting, Minutes of the Pre-Bid meeting shall be published on BMRCL's portal within seven days from the Pre-Bid meeting. If required, a clarification letter and corrigendum to Tender Document shall be issued, containing amendments to various provisions of the Tender Document, which shall form part of the Tender Document. As per ITS-clause 7.2 above, to give reasonable time to the prospective Service Providers to take such clarifications into account in preparing their Proposals, BMRCL may suitably extend, as necessary, the deadline for the Proposal submission.

9. Preparation of Proposals

9.1. The Proposal

9.1.1 Language of the Proposal



Unless otherwise stipulated in the AITS, the Proposal submitted by the Service Provider and all subsequent correspondence and documents relating to the Proposal exchanged between the Service Provider and BMRCL shall be written in the language specified in the AITS/SCC (hereinafter referred to as the 'Proposal Language'. If nothing is specified, the language shall be Indian English). However, the language of any printed literature furnished by the Service Provider in connection with its Proposal may be written in any other language provided a translation accompanies the same in the Proposal language. For purposes of interpretation of the Proposal, translation in the language of the Proposal shall prevail.

9.1.2 Acquaintance with Local Conditions and Factors

At his own cost, responsibility, and risk, the Service Provider is encouraged to visit, examine, and familiarize himself with the local conditions and factors. The Service Provider acknowledges that before the submission of the Proposal, he has, after a complete and careful examination, made an independent evaluation of the local conditions, infrastructure, logistics, communications, legal, environmental, and any other conditions or factors which would have any effect on the performance of the contract. Service Providers shall be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, BMRCL shall have no responsibility and shall not entertain any request from the Service Provider s in these regards.

9.1.3 Cost of preparation and submission of Proposals

The Service Provider (s) shall bear all direct or consequential costs, losses and expenditures associated with or relating to the preparation, submission, and subsequent processing of their Proposals, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which BMRCL may require, or any other costs incurred in connection with or relating to their Proposals. All such costs, losses and expenses shall remain with the Service Provider(s), and BMRCL shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Service Provider(s) for participation in the Procurement Process, regardless of the conduct or outcome of the Procurement Process.

9.1.4 Interpretation of Provisions of the Tender Document

The Tender document's provisions must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or contrived or between-the-lines interpretation is unacceptable.

9.1.5 Quote Quantities/ Prices in both Numerals and Words

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Proposals to words, the Service Providers are advised to ensure no ambiguity.

9.1.6 Alternate Proposals not allowed.

Unless otherwise stipulated in the AITS, conditional offers, alternative offers, and multiple Proposals by a Service Provider shall not be considered. The Portal shall permit only one Proposal to be uploaded.

9.2. Documents comprising the Proposal:



Techno-commercial Proposal/ Cover

i. Eligibility and Qualification Criteria

Service Providers must fill and submit the EQC Forms in the Formats given in 'Section-III'. EQC by the Service Provider shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the documents in pdf format. Pdf documents should not be password protected. If so, stipulated in TIS, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein.

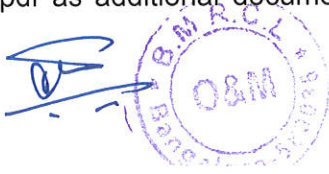
ii. "Technical Proposal"

"Technical Proposal" shall include inter-alia the original or scanned copies of duly signed or digitally signed copies of the following documents in pdf format. Pdf documents should not be password protected. If so, stipulated in TIS, specified originals or self-certified copies of originals shall also be required to be physically submitted as per instruction contained therein. *The Technical Proposal shall not include any financial information. A Technical Proposal containing material financial information shall be declared non-responsive:*

- 2) Form T-9: Documents relating to Bid Security; A scanned copy of the Bid Security in the format provided therein shall be uploaded as per ITS clause 9.4.
- 3) Form T-1: Proposal Form (to serve as covering letter and declarations applicable for both the Qualification cum Technical Proposal and Financial Proposal);
- 4) Form T-1A: Service Provider's Commercial Information;
- 5) Form T-2: Service Provider's Organization and Experience
- 6) Form T-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by BMRCL
- 7) Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference
- 8) Form T-5: Work Schedule and Planning for Deliverables
- 9) Form T-6: Team Composition, Assignment, and Key Experts' Inputs
 - a) Annex to Form T-6: Key Expert Curriculum Vitae CV
- 10) Form T-7: Terms and Conditions – Compliance
- 11) Form T-8- Checklist for the Service Providers: The Service Provider must also upload the Checklist given in the Tender Document as Form T-8 to confirm that he has complied with all the instructions in the Tender Document and that nothing is inadvertently left out. This checklist is only for general guidance, is not comprehensive, and does not absolve the Service Provider from complying with all the requirements stipulated elsewhere in the Tender Document.
- 12) Not used
- 13) Any other format/ Form if stipulated in AITS or if considered relevant by the Service Provider

9.2.2 Financial Proposal/ Cover

"Financial Proposal" shall comprise the Price Schedule (Submitted separately as an excel sheet) available on the e-Procurement Portal. Any additional information may be uploaded in pdf as additional documents. It should be filled considering all financially relevant details,



including Taxes and Duties as per ITS clause 6.3. It shall list all costs associated with the scope of service.

No additional technical details which have not been brought out in the Technical Proposal shall be brought out in the Financial Proposal. A Financial Proposal containing material Technical Information not disclosed in the Technical Proposal shall be declared non-responsive.

Following are the Forms for Financial Proposal:

The Forms are:

- 1) Form F-1 Summary of Costs: The Service Provider must state the proposed Costs in accordance with ITS clause 6.1 (as per ITS clause 6.1.5).
- 2) Form F-2: Not used
- 3) Form F-3: Not used

9.3. Proposal Validity

- 1) Unless specified to the contrary in the TIS, Proposals shall remain valid for a period not less than 120 days from the deadline for the Proposal submission stipulated in TIS. A Proposal valid for a shorter period shall be rejected as nonresponsive.
- 2) In case the day upto which the Proposals are to remain valid falls on/ subsequently declared a holiday or closed day for BMRCL, the Proposal validity shall automatically be deemed to be extended upto the next working day.
- 3) In exceptional circumstances, before the expiry of the original time limit, BMRCL may request the Service Providers to extend the validity period for a specified additional period. The request and the Service Providers' responses shall be made in writing or electronically.
 - a) The Service Provider has the right to refuse to extend the validity of its Proposal, in which case such Proposal shall not be further evaluated.
 - b) If the Service Provider agrees to extend the validity of its Proposal, it shall be done without any change in the original Proposal and with the confirmation of the availability of the Key Experts.
 - c) If any Key Experts become unavailable for the extended validity period, the Service Provider shall seek permission to substitute another Key Expert. The Service Provider shall provide adequate written justification and evidence satisfactory to BMRCL and the substitution request. In such case, a substitute Key Expert shall have equal or better qualifications and experience than the originally proposed Key Expert. The technical evaluation, however, shall remain based on the evaluation of the CV of the original Key Expert.
 - d) If the Service Provider fails to provide a substitute Key Expert with equal or better qualifications, or if the provided reasons for the replacement or justification are unacceptable to BMRCL, such Proposal shall be rejected.

9.4. Bid Security - Related Documents

- 1) The Service Providers shall furnish/ upload a Bid Security as Form T-9: 'Documents Relating to Bid Security', along with its Technical Proposal. The Bid Security' is



required to protect BMRCL against the risk of the Service Provider's unwarranted conduct as amplified under the sub-clause below.

- 2) The Tender Guarantee shall be forfeited, if the Tenderer:
- (a) withdraws or amends his Proposal or impairs or derogates from the Proposal in any respect within the period of validity of its Proposal; or
 - (b) after having been notified within the period of Proposal validity of the acceptance of his Proposal by BMRCL:
 - i) refuses to or fails to submit the original documents for scrutiny or the required Performance Security within the stipulated time as per the Tender document's conditions.
 - ii) fails or refuses to sign the contract.

Also, BMRCL shall suspend the Service Provider from being eligible for bidding in any Tender in the Ministry/ Department of Procuring Organisation for 2 years from the date of such enforcement.

- 3) Upon the furnishing of the Performance Security by the successful Service Provider, BMRCL shall promptly notify the other Service Providers that their Proposals have been unsuccessful.
- 4) The Tender Security of the successful Tenderer shall be returned upon the signing of the Contract Agreement and the receipt of the Performance Security by the Employer in accordance with Sub-clause 4.2 of the GCC.
- 5) The Tender Security of the unsuccessful Tenderers shall be released when the Letter of Acceptance (LOA) has been signed with the successful Tenderer.
- 6) In case the Tenderer submits Electronic Bank Guarantee (e-BG), the UIN of BMRCL for providing e-BG shall be: AAACB4881D (PAN of BMRCL).
- 7) If the Tenderer has opted to submit the Tender Guarantee in the form of Electronic Bank Guarantee (e-BG), a copy of the e-BG shall invariably be uploaded in the e-portal mandatorily.

9.5. Non-compliance with these provisions

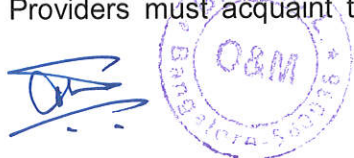
Proposals are liable to be rejected as nonresponsive, if a Service Provider:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejecting the Proposal as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violating the Code of Integrity.

10. Signing and Uploading of Proposals

10.1. Relationship between Service Provider and e-Procurement Portal

BMRCL is neither a party nor a Principal in the relationship between the Service Provider and the organization hosting the e-procurement portal (hereinafter called the Portal). Service Providers must acquaint themselves with the Portal's rules, regulations, procedures, and



implied conditions/ agreements. Service Providers intending to participate in the Proposal must register in the Portal. Service Providers shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Service Providers may study the resources provided by the Portal for Service Providers.

10.2. Signing of Proposal

The individual signing/ digitally signing the Proposal or any other connected documents should submit an authenticated copy of the document(s), which authorizes the signatory to commit and submit Proposal on behalf of the Service Provider in Form T-1: Proposal Form (Covering Letter).

10.3. Submission/ uploading of Proposals.

10.3.1 Submission/ Uploading to the Portal

- 1) No manual Proposals shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, the Service Provider must not make any changes to the contents of the documents while uploading, except for filling in the required information— otherwise; the Proposal shall be rejected as nonresponsive.
- 2) Proposals shall be received only *Online* on or before the deadline for the Proposal submission as notified in TIS.
- 3) Only one copy of the Proposal can be uploaded, and the Service Provider shall digitally sign all statements, documents, and certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the IT Act 2000 as amended from time to time. A proposal submitted by a Joint Venture shall be digitally signed by an authorized representative who has a written power of attorney signed by each member's authorized representative to be legally binding on all members.
- 4) The Service Provider need not sign or up-load the Schedules in ITS-clause 1.4 above while uploading his Proposal unless otherwise instructed in the Tender Document. It is assumed that the Service Provider commits itself to comply with all the Sections and documents uploaded by the Tender Inviting Officer.
- 5) The Service Provider must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. The Service Provider should ensure the clarity/ legibility of his scanned documents.
- 6) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the Proposal submission at the venue mentioned. Failure to do so is likely to result in the Proposal being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. BMRCL reserves its right to call for verification of originals of all such self-certified documents from the Service Providers at any stage of evaluation, especially from the successful Service Provider(s) before the issue of a Letter of Award (LoA).



- 7) Regarding the protected Price Schedule (Excel format, Cover-2), the Service Provider shall only enter his name in the space provided in the specified location. Service Provider shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, the Service Provider may upload additional documents under "Additional Documents" in the "Proposal Cover Content."
- 8) The date and time of the deadline for the Proposal submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the Service Providers, shall be taken as the reference time for deciding the closing time of Proposal submission. Service Providers are advised to ensure they submit their Proposal within the deadline and time of Proposal submission, taking the server clock as a reference, failing which the portal shall not accept the Proposals. No request on the account that the server clock was not showing the correct time and that a particular Service Provider could not submit their Proposal because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. BMRCL shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Procurement Process.
- 10) All Proposals uploaded by the Service Provider to the portal shall get automatically encrypted. The encrypted Proposal can only be decrypted/ opened by the authorized persons on or after the due date and time. The Service Provider should ensure the correctness of the Proposal before uploading and take a printout of the system-generated submission summary to confirm the successful Proposal upload.
- 11) BMRCL may extend the deadline for the Proposal submission by issuing an amendment as per ITS-clause 7.2 above, in which case all rights and obligations of BMRCL and the Service Providers previously subject to the original deadline shall then be subject to the new deadline for the Proposal submission.
- 12) Proposals submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

10.3.2 Implied acceptance of procedures by Service Providers

Submission of Proposal in response to the Tender Document is deemed to be acceptance of the procedures and conditions of e-Procurement and the Tender Document.

10.3.3 Late Proposals

The Service Provider shall not be able to submit his Proposal after the expiry of the deadline for the Proposal submission (as per server time). Therefore, in e-Procurement, a situation of Late Tender does not arise.

10.4. Modification, Resubmission and Withdrawal of Proposals

10.4.1 Modification & Resubmission

Once submitted in e-Procurement, the Service Provider cannot view or modify his Proposal since it is locked by encryption. However, resubmission of the Proposal by the Service



Providers for any number of times superseding earlier Proposal(s) before the date and time of submission is allowed. Resubmission of a Proposal shall require uploading all documents, including the financial Proposal, afresh. The system shall consider only the last Proposal submitted.

10.4.2 Withdrawal

- 1) The Service Provider may withdraw his Proposal before the Proposal submission deadline, and it shall be marked as withdrawn and shall not get opened during the Proposal opening.
- 2) No Proposal should be withdrawn after the Proposal submission deadline and before the Proposal, validity period expires. If a Service Provider withdraws the Proposal during this period, BMRCL shall be within its right to enforce the forfeiture of the Bid Security, in addition to other punitive actions provided in the Tender Document for such misdemeanor.

11. Proposal Opening

The date & time of the opening Proposal is as stipulated in TIS. Proposals cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of Proposal opening falls on, is subsequently declared a holiday or closed day for BMRCL, the Proposal shall be opened at the appointed time on the next working day.

12. Evaluation of Proposals and Award of Contract

12.1. General norms

12.1.1 Evaluation based only on declared criteria.

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by the Service Provider in its/ his Proposal and other allied information deemed appropriate by BMRCL. Evaluation of Proposals shall be based only on the criteria/ conditions included in the Tender Document.

12.1.2 Deviations/ Reservations/ Omissions - Substantive or Minor

- 1) During the evaluation of Proposals, the following definitions apply:
 - a) "Deviation" is a departure from the requirements specified in the Tender Document;
 - b) "Reservation" is the setting of limiting conditions or withholding from complete acceptance of the requirements specified in the Tender Document; and
 - c) "Omission" is the failure to submit part or all of the information or documentation required in the Tender Document.
- 2) A deviation/ reservation/ omission from the requirements of the Tender Document shall be considered a substantive deviation as per the following norm, and the rest shall be considered a Minor deviation:



- a) which affects in any substantive way the scope, quality, or performance standards of the Services;
 - b) which limits in any substantive way, inconsistent with the Tender Document, BMRCL's rights, or the Service Provider's obligations under the contract; or
 - c) Whose rectification would unfairly affect the competitive position of other Service Providers presenting substantively responsive Proposals.
- 3) The decision of BMRCL shall be final in this regard. Proposals with substantive deviations shall be rejected as non-responsive.
 - 4) Variations and deviations and other offered benefits(Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Documents shall not influence evaluation Proposals. If the Proposal is otherwise successful, such benefits shall be availed by BMRCL, which would become part of the contract.
 - 5) BMRCL reserves the right to accept or reject Proposals with any minor deviations. Wherever necessary, BMRCL shall convey its observation as per ITS-clause 12.1.3 below on such 'minor' issues to Service Provider by registered/ speed post/ electronically etc., asking Service Provider to respond by a specified date. If the Service Provider does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that Proposal shall be liable to be rejected as non-responsive.

12.1.3 Clarification of Proposals and shortfall documents

- 1) During the evaluation of Qualification cum Technical or Financial Proposals, BMRCL may, at its discretion, but without any obligation to do so, ask the Service Provider to clarify its Proposal by a specified date. The Service Provider should answer the clarification within that specified date (or, if not specified, 7 days from receiving such request). The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the Proposal shall be sought, offered, or permitted that may grant any undue advantage to such Service Provider. Any clarification submitted by a Service Provider regarding its Proposal that is not in response to a request by the Purchasing Entity shall not be considered.
- 2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the Service Provider, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the Proposal shall be liable to be rejected as non-responsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.
- 3) BMRCL reserves its right to but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the Proposal Opening and which have not undergone change since then and do not grant any undue advantage to any Service Provider. There is a provision on the portal for requesting Short-fall documents from the Service Providers. The system allows taking the shortfall documents from Service Providers only once after the technical Proposal opening.

12.1.4 Contacting Procuring Entity during the evaluation



From the time of Proposal submission to awarding the Contract, no Service Provider shall contact BMRCL on any matter relating to the submitted Proposal. If a Service Provider needs to contact BMRCL for any reason relating to this Tender and/ or its Proposal, it should do so only in writing or electronically. Any effort by a Service Provider to influence BMRCL during the processing of Proposals, evaluation, Proposal comparison or award decisions shall be construed as a violation of the Code of Integrity, and Proposal shall be liable to be rejected as non-responsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

12.2. Evaluation of Proposals

12.2.1 Evaluation of 'Qualification cum Technical' Package

To be qualified, the Tenderers are required to demonstrate their capabilities by providing materials based on their experience, past performance, their technical and organizational capability, financial soundness and resources etc. The Tenderer shall submit the documentary evidence (with Client's Certificate/s) for establishing the Tenderer's Eligibility and Qualifications in accordance with Section-III: Eligibility and Qualification Criteria (EQC) and the evaluation shall be carried out based on the documents received.

12.2.2 Preliminary Examination of Proposals - Determining Responsiveness

A substantively responsive Proposal is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or omission. Proposals with substantive techno-commercial deviations or other essential aspects of the Tender shall be rejected as non-responsive. Only substantively responsive Proposals shall be considered for further evaluation. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions. Unless otherwise stipulated in the AITS, the following are some of the crucial aspects for which a Proposal shall be rejected as nonresponsive:

- 1) The Proposal is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required Bid Security (Form T-9) has not been provided.
- 3) Service Provider does not comply with the eligibility criteria;
- 4) The Services offered are not eligible as per the provision of this Tender.
- 5) The Service Provider has quoted conditional Proposals or more than one Proposal or alternative Proposals unless permitted explicitly in the AITS.
- 6) The Proposal validity is shorter than the required period.
- 7) The Proposal departs from the essential requirements stipulated in the Bidding document;
- 8) Not used
- 9) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations.

12.2.3 The evaluation process:

- 1) This Procurement Process is a Single stage two covers Proposals. Initially, only the Qualification cum Technical Package shall be opened on the stipulated date of opening of Proposals. After that, the Qualification cum Technical Package evaluation shall ascertain whether the Service Provider is meeting the eligibility criteria and that



the Proposals meet the requirements of the Terms of Reference, Technical Criteria. Subsequent opening of financial Proposals and financial evaluation shall be done only of Proposals declared successful in Qualification cum Technical Package evaluation.

12.3. Techno-commercial Evaluation

12.3.1 Evaluation of Technical Proposals

- 1) BMRCL shall evaluate the Technical proposal of only those Service Providers who are found meeting the EQC.
- 2) The Technical proposal of the Service Providers shall be evaluated as per the scheme of criteria and sub-criteria as laid down in 'Section VII: Evaluation Criteria'. This determination shall, inter-alia, consider the Service Provider's
 - (i) "Specific experience of the Service Provider (as a firm) relevant to the Assignment";
 - (ii) "Adequacy and quality of the proposed methodology, and work plan";
 - (iii) "Key Experts' qualifications and competence for the Assignment". The determination shall not consider the qualifications of other firms such as the Service Provider's subsidiaries, parent entities, affiliates, or any other firm(s) different from the Service Provider.
- 3) If it is established that any Key Expert nominated in the Service Provider's Proposal was not available at the time of Proposal submission or was included in the Proposal without his/her confirmation, such Proposal shall be disqualified and rejected for further evaluation and shall be treated as violation of Code of Ethics and would be liable for penalties thereunder.

12.3.2 Evaluation of Conformity to Commercial and Other Clauses

Service Providers must comply with all the Commercial and other clauses of the Tender Documents as per submissions in Form T-7: 'Terms and Conditions – Compliance'. BMRCL shall also evaluate the commercial conditions quoted by the Service Provider to confirm that all terms and conditions stipulated in the Tender Document have been accepted without substantive omissions/ reservations/exceptions/ deviation by the Service Provider. Deviations from or objections or reservations to critical provisions such as those concerning Governing laws and Jurisdiction (GCC Clause 3), Service Provider's Obligations and Restrictions of its Rights (GCC Clause 5), Performance Bond/ Security (GCC Clause 5.8), Force Majeure (GCC Clause 9.6), Taxes & Duties (GCC Clause 10.2), and Code of Integrity (GCC Clause 13) shall be deemed to be a material deviation.

12.3.3 Evaluation of Techno-commercially Suitable Service Providers and Opening of Financial Proposals

Each responsive Proposal shall be given a technical pass/fail applying the evaluation criteria, sub-criteria, Proposals that succeed in the above techno-commercial evaluation shall be considered techno-commercially suitable. The list of such techno-commercially suitable Service Providers and a date/time and venue for opening their financial Proposals shall be declared on the Portal. BMRCL shall notify all Service Providers whether their proposal was found responsive/ non-responsive to the Tender and TOR. Financial proposals of successful Service Providers only shall be opened online. The financial proposals of unsuccessful Service Providers shall remain encrypted and unopened.



12.4. Financial Proposals Evaluation and Ranking of Proposals

12.4.1 Financial Proposals Evaluation

- 1) Financial Proposals of all Techno-commercially suitable Proposals are evaluated based on the selection method declared in the Tender Document and ranked accordingly.
- 2) The evaluation of prices shall be on total outgo from BMRCL's pocket, to be paid to the Service Provider, including all elements of costs as per the terms of the proposed Contract, duly delivered, as the case may be, including any taxes, duties, levies etc.
- 3) As per policies of the Government, from time to time, BMRCL reserves its option to give purchase preferences to eligible categories of Service Providers as indicated in the Tender Document.
- 4) Evaluation of Proposals shall include and consider the following taxes/ duties, as per ITS clause 6.3 above:

The offers shall be evaluated based on the GST rate quoted by each Service Provider, and the same shall be used for determining the inter-se ranking. BMRCL shall not be responsible for any misclassification of the HSN number or incorrect GST rate quoted by the Service Provider. Any increase in GST rate due to misclassification of HSN number shall have to be absorbed by the supplier; and

- 5) Correction of Errors/ adjustments:
 - a) **Loading for Deviations:** Unless announced beforehand, the quoted price shall not be loaded based on deviations in the commercial conditions. If it is so declared, such loading of a financial Proposal shall be done as per the relevant provisions;
 - b) **Discrepancies between Technical and Financial Proposal:**
 - i) Activities and items described in the Technical Proposal but not priced in the Financial Proposal shall be assumed to be included in the prices of other activities or items, and no corrections are made to the Financial Proposal.
 - ii) This being a Lump-Sum Contract selection method, the Service Provider is deemed to have included all prices in the Financial Proposal.
 - iii) (Not Used)
 - c) **Discounts and Rebates:** If any Service Provider offers conditional discounts/ rebates in his Proposal or suo-moto discounts and rebates after the Proposal Opening (Techno-commercial or Financial), such rebates/ discounts shall not be considered for ranking the offer. But if such a Service Provider gets selected as per selection method, without discounts/ rebates, such discounts/ rebates shall be availed and incorporated in the Contracts;
 - d) **Price Variation:** If the Tenders have been invited on a variable price basis, the Tenders shall be evaluated, compared, and ranked based on the position as prevailing on the last deadline for Tender submission and not on any future date.
- 6) **Ambiguous Financial Proposal:** If the financial Proposal is ambiguous and leads to two equally valid total price amounts, it shall be rejected as nonresponsive.



- 7) **Least-Cost Selection:** This being a Least-Cost Selection (LCS), BMRCL shall select the Service Provider with the lowest evaluated total price among techno-commercially suitable proposals and invite such a Service Provider.
- 8) Not used
- 9) Not used
- 10) Not Used

12.4.2 Not Used

12.4.3 Cartel Formation/ Pool Rates

- 1) Unless BMRCL decides this to be a case of Cartel/ Pool Rates, if more than one Service Provider quote the same total evaluated price, then BMRCL reserves its right to choose any Service Provider from among such Service Providers - excluding others based on considerations like performance/ financial capabilities, any extra features/ benefits offered etc.
- 2) If BMRCL decides this to be a case of Cartel/ Pool Rates, leading to "Appreciable Adverse Effect on Competition" (AAEC) as identified in Competition Act, 2002, as amended from time to time, it reserves its rights to:
 - a) to choose any Service Provider from among such Service Providers - excluding others.
And/ or
 - b) consider it a violation of the Code of Integrity and reject the Proposal(s) as nonresponsive in addition to other punitive actions in this regard in the Tender Document. In addition to such remedies, BMRCL also reserves the right to refer the matter to the Competition Commission of India (CCI) for necessary relief. In addition, the attention of the Service Providers is drawn to Chapter VI of the "Competition Act 2002", which deals with Penalties. Such actions shall be in addition to other rights and remedies available to BMRCL under the contract and Law.

12.4.4 Reasonableness of Rates Received

Procuring Entity shall evaluate whether the rates received in the Proposals in the zone of consideration are reasonable. If the rates received are considered abnormally low or unreasonably high, it reserves its right to act as per the following sub-clauses, or as per ITS clause 2.3, reject any or all Proposals; abandon/ cancel the Procurement Process and issue another Tender for identical or similar Services.

12.4.5 Consideration of Abnormally Low Proposals

An Abnormally Low Proposal is one in which the Proposal price, in combination with other elements of the Proposal, appears so low that it raises substantive concerns about the Service Provider's capability to perform the contract at the offered price. Procuring Entity shall, in such cases, seek written clarifications from the Service Provider, including detailed price analyses of its Proposal price concerning scope, schedule, allocation of risks and responsibilities, and any other requirements of the Tender Document. If, after evaluating the price analyses, procuring entity determines that the Service Provider has substantively failed to demonstrate its capability to deliver the contract at the offered price, BMRCL shall reject the Proposal/ proposal, and evaluation shall proceed with the next ranked Service Provider.

13. Not Applicable.



13.1. Not Applicable**13.2. Verification of Original Documents**

- 1) Before issuing a Letter of Award (LoA) to the successful Service Provider (s), BMRCL may, at its discretion, ask the Service Provider to verify the originals of all such documents whose scanned copies were submitted online along with the Technical Proposal. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Service Provider fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such Proposal shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Proposals shall proceed with the subsequent ranked offers.
- 2) Procuring Entity reserves its right to examine, if not already done, original documents relating to the continued compliance by the successful Service Provider with the eligibility and qualification criteria based on which the Service Provider was shortlisted during the Tender process.

13.3. Availability of Key Experts:

The invited Service Provider shall confirm the availability of all Key Experts included in the Proposal as a pre-requisite to the negotiations or, if applicable, a replacement on the lines of GCC clause 8.2.2. Failure to confirm the Key Experts' availability may result in the rejection of the Service Provider's Proposal and BMRCL proceeding to place the Contract with the next-ranked Service Provider.

Notwithstanding the above, the substitution of Key Experts may be considered if due solely to circumstances outside the reasonable control of and not foreseeable by the Service Provider, including but not limited to death or medical incapacity. In such case, the Service Provider shall offer a substitute Key Expert within the period specified in the invitation letter to negotiate the Contract, who shall have equivalent or better qualifications and experience than the original candidate.

13.4. Technical Negotiations

The negotiations include discussions of the Terms of Reference (TORs), the proposed methodology, BMRCL's inputs, the special conditions of the Contract, and finalizing the 'Appendix A: Terms of Reference' part of the Contract. These discussions shall not substantially alter the original scope of services under the TOR or the terms of the Contract, lest the quality of the final product, its price, or the relevance of the initial evaluation be affected.

13.5. Not used.**14. Award of Contract****14.1. Notification of Intention to Award**

BMRCL shall send to each techno-commercially suitable Service Provider the Notification of Intention to Award the Contract to the successful Service Provider. The Notification of Intention to Award shall contain, at a minimum, the following information:



- 1) the name and address of the Service Provider with whom BMRCL successfully negotiated a contract;
- 2) the contract price of the successful Proposal;
- 3) the names of all Service Providers included in the short list for Tender, indicating those that submitted Proposals;
- 4) where the selection method requires the price offered by each Service Provider as read out and as evaluated;
- 5) the final ranking of the Service Provider;

14.2. Letter of Award (Acceptance - LoA) and Signing of Contract

14.2.1 Letter of Award (LoA)

The Service Provider, whose Proposal has been accepted, shall be notified of the award by BMRCL before the expiration of the Proposal validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that BMRCL shall pay the Service Provider in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. BMRCL, at its discretion, may directly issue the Contract subject only to the furnishing of performance security, skipping the issue of LoA.

14.2.2 Performance Security

- 1) Within 21 days (or any other period stipulated in AITS) of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security as per details in GCC-5.8 shall be submitted by the Service Provider to BMRCL.
- 2) If the Service Provider, having been called upon by BMRCL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for BMRCL at its discretion to annul the award and forfeit the Bid Security, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers', blacklisting etc.

14.2.3 Signing of Contract

- 1) Within seven working days of receiving performance security, BMRCL shall send the Contract Agreement (as per Format 1) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Service Provider.
- 2) If so, asked by BMRCL, the successful Service Provider shall return the original copy of the Contract Agreement, duly signed and dated, within seven days from the date of receipt of the Contract Agreement, to BMRCL by registered/ speed post or by a suitable digital means.
- 3) Otherwise, the Contract shall be legally effective from the date of its signing. The Service Provider may point out to BMRCL, in writing/ electronically, any anomalies noticed in the Contract within seven (07) days of receipt.
- 4) The costs of stamp duties and similar charges imposed by law shall be borne by the Contractor.

14.2.4 Not Used



14.2.5 Publication of Tender Result

The name and address of the successful Service Provider(s) receiving the contract(s) shall be published in the Portal and notice board/ bulletin/website of BMRCL.

15. Not used.**16. Code of Integrity in Public Procurement, Misdemeanors and Penalties:**

Procuring authorities, Service Providers, suppliers, contractors, and Service Providers should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanors, either directly or indirectly, at any stage during the Procurement Process or the execution of resultant contracts. GCC-clause 13 (including the penalties prescribed therein) shall be considered part of this clause of ITS (even though it is not being reproduced here for brevity) and shall apply mutadis mutandis during the pre-award ProcurementProcess.



Section III–Qualification Cum EligibilityCriteria

Schedule 1:Terms of Reference (TOR)

Tender Document No: Tender No.....

Tender Title: Providing Services for Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section.

Terms of Reference

- 1) Background of Procuring Organisation and Services and impact on Procuring Organization's performance/ objectives;
- 2) Purpose and Service Outcomes Statement
- 3) Form of Contract –*Lumpsum*
- 4) Description of Services
 - a) **Short Description and Broad Scope of Services:**Data Acquisition,3 Users access, structural defects, full defect library, 3d digital twins, defeat heat maps, build in civil engineer tools, asset condition assessment, inspection report generation, dashboard and analytics.
 - b) Incidental Goods, Works or other Services required, if any:
 - c) Key Experts Required:
 - d) Deliverables/ Outcomes and Timelines (frequency) thereof: Data Capture – 90 Days, Model Building and Generation of Preliminary Reports – 20 Days and Generation of Final Reports -10 Days
 - e) Number of hard copies – 2 nos and requirements for electronic submission;
 - f) Performance Targets/ Key Indicators for measuring impact, if feasible:
- 5) Facilities and Utilities to be provided by the Employer to service provider at Site:
[Indicate if any facility/ utility (Documents, Medical facilities, Rooms, Furniture, access to IT services, Electricity or Water connection etc.), would be made available to the successful Service Provider on a chargeable basis.]
- 6) Institutional and organizational arrangement for Services
 - a) Counterpart General Manager (Civil-1) (or Contract management Team) of BMRCL :
 - b) Chain of Command for reporting and monitoring:
- 7) Statutory and contractual obligations to be complied with by the Service Provider:
- 8) Site Data: From Baiyappanahalli (BYPH) to Swami Vivekananda Road and from Halasuru (HLRU) to Mahatma Gandhi Road (MAGR).



Schedule II: Qualification Cum Eligibility Criteria (EQC)

Tender Document No.;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section"

[Note for Procuring Entity: Retain or change the relevant variables in the 2nd column and convert the font to regular and black. Procuring Entity should mention if any and to what extent dispensation from qualifying criteria shall be permissible for Start-ups under EOI Document's Clause 5.2).

Note for Service Providers: Regarding this Schedule, Service Providers shall submit the following forms:

- 1) Form 2: Qualification Criteria - Compliance
- 2) Form 2.1: Performance Capability Statement
- 3) Form 2.2: Non-performance, Litigation Statement
- 4) Form 2.3: Financial Capability Statements

Relevant date when the specified period ends for different supporting reports shall be:

- 1) For all annual reports, the periods mentioned end with the financial [31st March– 2024].
- 2) For other statements, the periods mentioned end on the month before the last date of Tender submission.

Similar Assignments for Qualification Criteria would be:	Digital Inspection and Health Assessment of Water Retaining Structures / Flyover / Bridges using AI Tool and Plotting of Defects on 3-D Model using Artificial Intelligence (AI) tool.	
Criteria 1 General and Similar Experience: (A) i) Service Providers / Bidder must have at least 3 years' experience. ii) During the last 3 years, Assignments completed or substantially completed (at least 80% payments received) should be at least 1 of value not less than Rs.0.33 Cr. iii) Out of Assignments mentioned above, 1 should be similar assignments: - Note: 1. if Service Provider / Bidder is not having similar work experience in their name then the Service Provider / Bidder should submit along with their offer an MoU with the Technology Provider (As per format -5) who have executed similar works (in India or Abroad) which can also be considered for fulfilling similar work experience. (MoU partner also required to furnish Declaration as per Format-6 –Certificate for Eligible Source Countries, if any). (B) At least one (01) similar work should have been executed in India for any Govt agency by the service provider.	Variables $\alpha = [3]$ $\beta = [3]$ $\gamma = [80\%]$ $\delta = [1]$ $\epsilon = [1]$	Submission Form Form 1.1: Service Provider Information Form 2.1: Performance Capability Statement.



Criteria 2 - Non-performing Contracts and Litigation:	Variables	Submission Form
Service Provider shall furnish documentary evidence to demonstrate that. i) Non-performance of a Contract has not occurred within the last 3 years, based on all fully settled disputes or litigation information. ii) Financial implications of all pending litigation shall not exceed 10 % of the Service Provider's net worth.	$\zeta = [3]$ $\eta = [10\%]$	Form 2.2: Non-performance, Litigation Statement
Criteria 3 - Financial Capability	Variables	Submission Form
<i>Note: Service Provider / Bidder shall furnish documentary evidence to demonstrate his current Financial Capability and demonstrate it as per the following sub-criteria.</i> i) Turnover: Minimum average annual turnover of at least Rs. 1.32 Cr, out of which atleast Rs.3.29 Lakh should be from Similar Service Contracts, calculated as total certified payments received for contracts in progress or completed within the last 3 years., and	$\theta = [consider\ 2\ times\ the\ estimated\ value\ of\ this\ assignment]$ $K = [5\%]$ $\lambda = [3]$	
ii) Financial Liquidity: Access to Funds: Service Provider should have access to or has available liquid assets, lines of credit and other financial means, other than any contractual advance payments, of Rs 0.49 Cr.net of applicant's commitments in this period for other contracts.	$\mu = [consider\ 3\ months\ cashflow\ for\ this\ assignment]$	
iii) Not Used		

Note to Service Provider:

- 1) The audited balance sheet and/or banking reference certified by a Chartered accountant with stamp, signature and UDIN number shall be submitted by the Service Provider along with the Tender. Banking reference (from a Scheduled Bank in India, and it should not be more than three months old as on the date of Tender submission) should contain in clear terms the amount that the bank shall be able to lend for this assignment to the Service Provider. Banking references shall be considered for working out the Liquidity as evidence of financial capacity.
- 2) Not used
- 3) Not used
- 4) Not used



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A handwritten signature in blue ink is located to the left of a circular purple stamp. The stamp contains the text "B.M.R.C." around the perimeter and a central emblem.

EQC Submission Formats

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Form 1: EQC Form(Covering Letter)

(Ref Clause 2.3)

(To be submitted with supporting documents, if any)

(OnService Provider's Letter-head)

(Strike out alternative phrases not relevant to you)

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____

Date.....

To

General Manager (Civil) -1
Bangalore Metro Rail Corporation Ltd.,
Admin Building, Baiyappanahalli Depot
Bengaluru, PIN: 560038
Karnataka, India.

Ref: Your Tender Document No.;

Tender Title:Providing Services for "Digital Inspection and Health Assessment of Viaduct
Structure in Reach-1 of Line-1 Section".

Sir/ Madam

Having examined the abovementioned Tender Document, we, the undersigned, hereby
submit/ upload our EQC for the performance of Services in conformity with the said EQC
Document.

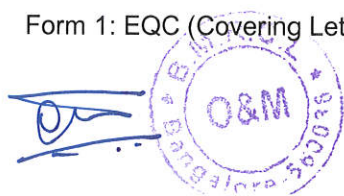
(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) About us:

We M/s _____, hereby certify that We are a firm of proven, established,
and reputed Service Provider having required Experience, Past performance, Personnel,
and Financial capability, with offices at _____.

2) Our Eligibility and Qualifications to participate:

We comply with all the eligibility criteria stipulated in this EQC Document, and the relevant
declarations are made along with documents in Form 1.2. We fully meet the qualification
criteria stipulated in this EQC Document, and the relevant details are submitted along with
documents in Form 2: 'Eligibility and Qualification Criteria – Compliance' and its sub-
forms. We authorize BMRCL to contact our Banker to seek references and clarifications.

3) Affirmation of terms and conditions of the EQC Document:

We have understood the complete terms and conditions of the EQC Document. We accept and comply with these terms and conditions without reservations. Although we are not signing and submitting some of the sections of the EQC Document.

4) Non-tampering of Downloaded EQC Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded EQC Formats. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the EQC Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our EQC are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. Upon our successful shortlisting, we undertake to submit for scrutiny, on-demand by the Procuring Entity, originals and self-certified copies of all such certificates, documents, and affidavits/ undertakings.

5) Signatories:

We confirm that we are duly authorized to submit this EQC and make commitments on behalf of the Service Provider. Supporting documents are submitted in Form 1.1 annexed herewith. We acknowledge that our digital/digitized signature is valid and legally binding.

6) Rights of BMRCL to Reject Proposal (s) :

We understand that you are not bound to accept the lowest or any Tender you may receive against your above-referred EQC Document.

.....

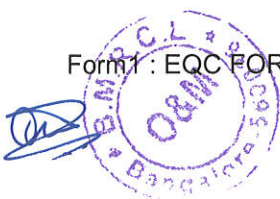
(Signature with date)

.....

(Name and designation)

Duly authorized to sign EQC for and on behalf of

[name & address of Service Provider and seal of Company]



Form 1.1: Service Provider Information

(Ref Clause 2.3)

(To be submitted as part of EQC)

(On Company Letter-head)

(Along with supporting documents, if any)

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

EQC Document No.....;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Note: Service Provider shall fill in this Form following the instructions indicated below. No alterations to its format shall be permitted, and no substitutions shall be accepted. Service Providers shall enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable. Service Provider's wrong or misleading information shall be treated as a violation of the Code of Integrity. Such EQCs shall be liable to be rejected as nonresponsive, in addition to other punitive actions provided for such misdemeanours in the EQC Document.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

3) Service Provider / Contractor particulars:

a) Name of the Company:	
b) Corporate Identity No. (CIN):	
c) Registration, if any, with The Procuring Entity:	
d) Date of incorporation/ start of business:	
e) Place of Registration/ Principal place of business":	
f) Number of Years in Business:	
g) Number of Years in providing Services:	
h) Company Website URL:	
i) Complete Postal Address:	
j) Pin code/ ZIP code:	
k) Telephone nos. (with country/ area codes):	
l) Mobile Nos.: (with country/ area codes):	
m) Contact persons/ Designation:	
n) Email IDs:	
o) PAN Number:	
p) GSTIN No:	

(In case of JV/C, repeat these details for all members)

Form 1.1: Consultant Information

[43]



Submit documents to demonstrate eligibility as per EQC Document's Clause 4 - A self-certified copy of registration Certificate – in case of a Partnership firm – Deed of Partnership; in case of Company – Notarized and certified copy of its Registration.

4) Authorization of Person(s) signing the EQC on behalf of the Service Provider

- a) Full Name: _____
- b) Designation: _____
- c) Signing as:

☐ A sole proprietorship firm. The person signing the EQC is the sole proprietor/ constituted attorney of the sole proprietor,

☐ A partnership firm. The person signing the EQC is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney,

☐ A company. The person signing the EOI is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the authority conferred by the Memorandum of Association.

☐ A Society. The person signing the EOI is the constituted attorney.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

5) Service Provider's Authorized Representative Information

- a) Name:
- b) Address:
- c) Telephone/ Mobile numbers:
- d) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign EQC for and on behalf of

[Name & address of Service Provider and seal of Company]

DA: As above



Form 1.2: EligibilityDeclarations

Not used



Form 2: Qualification Criteria- Compliance

(Along with supporting documents, if any)

(On Company Letter-head)

Tender Document No. BMRCL/.....

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Service Provider's Name.....

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Note to Service Provider: Furnish stipulated documents supporting the fulfillment of qualifying criteria. The list below is indicative only. You may attach more documents as required. Non-submission or incomplete submission of documents may lead to rejection of the EQC as non-responsive.

Summary of Response to Qualification Criteria

Criteria 1 –General and Similar Experience:	Quantum as detailed in Sub-forms
a) The number of years of our experience in Services is (see Form 1.1):	
b) In the specified period (as per Schedule II: Qualification Criteria), the number of Services assignments completed or substantially completed by us is (see Form 2.1):	
c) In the specified period, out of Assignments mentioned above, the number of Similar assignments (as per Schedule II: Qualification Criteria) are (see Form 2.1):	
Criteria 2- Non-performing Contracts and Litigation:	
a) During the specified period (as per Schedule II: Qualification Criteria), Non-performing Contracts are (see Form 2.2):	
b) During the specified period (as per Schedule II: Qualification Criteria) value of all pending litigation as a percentage of our Net worth is (see Form 2.3.1 and 2.2):	
Criteria 3 - Financial Capability	Quantum as detailed in Sub-forms
a) Average Turnover: During the specified period (as per Schedule II: Qualification Criteria): i) Average Total Turnover (see Form 2.3.2) ii) Average Turnover from Services (see Form 2.3.2)	
b) Financial Liquidity: Bankers Certificate	

Note: Service Providers shall provide evidence of their continued qualification to perform the Services (including any changes in their litigation history) in a manner satisfactory to BMRCL, as BMRCL may reasonably request at any stage during the Tendering process.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign EQC for and on behalf of

.....

[name & address of Service Provider and seal of Company]

DA: As above, if any

BANKER'S CERTIFICATE (Format)

This is to certify that M/s. is a reputed company with a good financial standing. If the Contract for this work, namely "..... (name of the work)" is awarded to the above firm, we shall be able to provide overdraft / credit facilities to the extent of Rs. to meet the working capital requirements for executing the above Contract, apart from the facilities provided to the contractor, if any

Sd/-

Name of the Bank, Senior Bank
Manger

Address:



Form 2.1: Performance Capability Statement

Statement of Performance of Providing Services (During Period Specified in Schedule III: Qualification cum Eligibility Criteria) and Outstanding Current Assignments

(To be submitted as part of EQC)

(On Company Letter-head)

Tender Document No.....;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Note to Service Provider: Service Provider must fill in this Form to prove conformance to Criteria 1 –General and Similar Experience. Mention contracts in which a Service Provider is or has been a party, whether as a Service Provider, affiliate, associate, subsidiary, Subcontractor, or any other role. The list below is indicative only. You may attach more documents as required to highlight your past performance. Add additional details not covered elsewhere in this regard. Statements and Documents may be mentioned/ attached here.



Services Assignments					
Contracting Entity – Name and Address	Contract Title, Number and Date	Role in Contract	The total value of the contract	Status as of date ----	¹ Is it a Similar Assignment as per Schedule II: Qualification Criteria

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign EQC for and on behalf of

.....

Mention Sector, Scope, Activities/ Methodology, Other Characteristics of such contract to prove similarity



.....

[name & address of Service Provider and seal of Company]

DA: Performance records/ contracts

Form2: Performance Capability Statement

[50]



Form2.2. Non-performance, Litigation Statement

(To be submitted as part of EQC)

(On Company Letter-head)

Tender Document No. Ref No/ xxxx;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Note to Service Providers: Fill this Form for the Service Provider to highlight conformance to Criteria 1(b): Nonperforming Contracts and Litigation. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your EQC in this regard.

Non-Performing Contracts as per Criteria 2 (b) Section III, Qualification cum Eligibility Criteria

☐ Contract non-performance did not occur during the five years before the deadline for the EQC submission as per the above criteria

Or

☐ Contract(s) not performed during the five years before the deadline for the Tender submission as per the above criteria are listed below

Year	Non performed a portion of the contract	Contract Identification	Total Contract Amount
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]



Current and Past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations

and Disputes, the process or outcome of which the Procuring Entity could reasonably interpret may impact or have the potential to impact the financial or operational condition of the Service Provider in a manner that may adversely affect the Service Provider's ability to satisfy any of its obligations under the contract as per Schedule II. Qualification Criteria

Note: Service Provider and each member of a Joint Venture/Consortium making up a Service Provider must complete this table

☐ No Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes in the last five years Or

☐ current and past Proceedings, Litigation, Arbitration, Actions, Claims, Investigations and Disputes in the last five years:

Year	Matter in Dispute	Contract Identification	Value of Award (Actual or Potential) Against Service Provider
[insert year]	[insert amount and percentage]	Contract identification: [indicate complete contract title, number, and any other identification] Name of institution: [insert full name] Address of institution: [insert street/city/country] Reason(s) for non-performance: [indicate main reason(s)]	[insert amount]

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign EQC for and on behalf of

.....
.....
[name & address of Service Provider and seal of Company]

Form 2.3 Financial Capability Statements

(To be submitted as part of EQC)

(On Company Letter-head)

Tender Document No.;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Note to Service Providers: Fill out this Form for the Service Provider and each member of a joint venture or other association that is a party to the Service Provider to highlight conformance to Criteria 3: Financial Capability. The list below is indicative only. You may attach more documents as required. Add additional details not covered elsewhere in your EQC in this regard.

Form 2.3.1: Financial Statements and Ratios

Note: Each Service Provider or member of a Joint Venture/Consortium making up a Service Provider must fill in this Form.

Financial Data for Previous Three (3) Years			
	Year 1:	Year 2:	Year 3:
Information from Balance Sheet			
Total Assets			
Total Liabilities			
Net Worth			
Current Assets			
Current Liabilities			
Working Capital			
Information from Income Statement			
Total Revenues			
Profits Before Taxes			
Profits After Taxes			

Cash Flow Information			
Cash Flow from Operating Activity			

- ☐ Attached are copies of financial statements (either audited financial statements supported by audit letters or certified financial statements supported by tax returns), complying with the following conditions.
- All such documents reflect the financial situation of the Service Provider and not a sister or parent company.
 - The financial statements shall be certified by a practising Chartered accountant.
 - Historical financial statements must be complete, including all notes to the financial statements.
 - Historical financial statements must correspond to accounting periods already completed and audited (no statements for partial periods shall be requested or accepted).

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign EQC for and on behalf of

.....

.....

[name & address of Service Provider and seal of Company]

Form 2.3.2: Average Annual Turnover

(To be submitted as a part of EQC)

(On Company Letter-head)

Tender Document No.;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Note: Service Provider must fill in these forms.

Annual Turnover Data (Rs Crores) for the Last Three (3) Years		
Year	Total Turnover	Turnover from Services
Average Annual Turnover		

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign EQC for and on behalf of

.....

.....

[name & address of Service Provider and seal of Company]



Form 2.3.3: Financial Resources

(Along with supporting documents, if any)

(On Company Letter-head)

Tender Document No.;

Tender Title: Providing Servicesfor "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section."

Service Provider's Name_____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Note: Service Provider must fill in this Form, specifying proposed sources of financing, such as liquid assets, unencumbered real assets, lines of credit, and other financial means, net of current commitments, available to meet the total cash flow demands of the subject Contract or contracts as indicated in Section II: Qualification Criteria.

No.	Source of Financing	Amount (Rs Lakh)
1		
2		
3		
4		

Note: Attach Supporting Documents – i.e., Statement from Bankers etc.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign EQC for and on behalf of

.....

[name & address of Service Provider and seal of Company]



Form 2.3.4: Current Contract Liabilities/ Assignments in Progress

(To be submitted as a part of EQC)

(On Company Letter-head)

Tender Document No.;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Note: Each Service Provider and each member of a Joint Venture/Consortium making up a Service Provider should provide information on their current commitments on all contracts that have been awarded, or for which a letter of intent or acceptance has been received, or for contracts approaching completion, but for which an unqualified, full completion certificate has yet to be issued.

Title, No., and date of the contract	Contracting Entity; contact details	Value of outstanding assignment (Rs Lakh)	Estimated completion date	Avg monthly invoicing over the last six months (Rs Lakh)
Total Quarterly Commitment				

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign EQC for and on behalf of

.....

.....



[name & address of Service Provider and seal of Company]



Form3: Check list for Service Providers

(To be Submitted as a part of EQC)

(On Company Letter-head)

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Tender Document No.;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section".

Note to Service Providers: This check-list is merely to help the Service Providers to prepare their EQCs, it does not over-ride or modify the requirement of the EQC. Service Providers must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
1.	Form 1.- EQC Form (to serve as covering letter and declarations)	
2.	Form 1.1: Service Provider Information and Power of attorney and Registration Certificates etc.	
3.	Form 1.2: Eligibility Declarations, along with supporting documents	
4.	Form2: Qualification Criteria - Compliance	
7.a	Form 2.1, 2.2,2.3 (and its sub-forms) to support Form 2 along with supporting documents	
5.	Form3: This Checklist	
6.	Any other requirements, if stipulated in AEOL; or if considered relevant by the Service Provider	

.....
(Signature with date)

.....
(Name and designation)

Duly authorized to sign EQC for and on behalf of.....

[Name & address of Service Provider and seal of Company]



Section IV : General Conditions of Contract(GCC)

1. General

1.1. Tenets of Interpretation

Unless where the context requires otherwise, throughout the Contract:

- 1) The heading of these conditions shall not affect the interpretation or construction thereof.
- 2) Writing or written includes matter either whole or in part, in digital communications, manuscript, typewritten, lithographed, cyclostyled, photographed, or printed under or over signature or seal or digitally acceptable authentication, as the case may be.
- 3) Words in the singular include the plural and vice-versa.
- 4) Words importing the masculine gender shall be taken to include other genders, and words importing persons shall include any company, association, or body of individuals, whether incorporated or not.
- 5) Terms and expressions not herein defined shall have the meanings assigned to them in the contract Act, 1872 (as amended) or the Sale of Goods Act, 1930 (as amended) or the General Clauses Act, 1897 (as amended) or of INCOTERMS, (current edition published by the International Chamber of Commerce, Paris) as the case may be.
- 6) Any reference to 'Services' shall also be deemed to include the incidental Works/ Goods.
- 7) Any generic reference to GCC shall also imply a reference to SCC as well.
- 8) In case of conflict, provisions of SCC shall prevail over those in GCC.
- 9) Any reference to 'Contract' shall include all other documents (inter-alia GCC, SCC) described in GCC-clause 2.5.
- 10) Any reference to any legal Act, Government Policies or orders shall be deemed to include all amendments to such instruments, from time to time, to date.
- 11) GCC-clause 5.12 (Book Examination clause) shall not apply unless invoked explicitly in the contract.

1.2. Definitions

In the contract, unless the context otherwise requires:

- 1) "Allied Firm" are all business entities that are within the 'controlling ownership interest' (ownership of or entitlement to more than twenty-five percent of the company's shares or capital or profits) or 'control' (including the right to appoint a majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholder agreements or voting agreements) of the principal firm acting alone or together or through one or more juridical persons. All successor firms or assigns of the principal firm shall be considered as allied firms;
- 2) "Bill of Quantities" (including the term Price Schedule or BOQ) means the priced and completed Bill of Quantities forming part of the Proposal;
- 3) "Commercial Bank" means a bank, defined as a scheduled bank under section 2(e) of the Reserve Bank of India Act, 1934;
- 4) "Contract" (including the terms 'Purchase Order' or 'Supply Order' or 'Withdrawal Order' or 'Work Order' or 'Service Contract' or 'Contract for Services', 'rate contract' or



'framework contract' or 'Letter of Award – LoA' (letter or memorandum communicating to the Service Provider the acceptance of his Proposal) or 'Agreement' or a 'repeat order' accepted/ acted upon by the Service Provider inspecific contexts), means a formal legal agreement in writing relating to the subject matter of procurement, entered into between BMRCL and the Service Provider on mutually acceptable terms and conditions and which are in compliance with all the relevant provisions of the laws of the country;

- 5) " Consultant / Service Provider " (as a participant in a Procurement Process - including the term 'supplier' 'contractor', or 'service provider' in specific contexts) means any person or firm or company, including any member of a consortium or joint venture, every artificial juridical person not falling in any of the descriptions of Service Providers stated hereinbefore, including any agency branch or office controlled by such person, participating in a Procurement Process;
- 6) "Consultant / Service Provider" (as a contract holder - including the terms 'Supplier' or 'Service Provider' or 'Contractor' or 'Firm' or 'Vendor' or 'Manufacturer' or 'Successful Consultant' in specific contexts) means the person, firm, company, or a Joint Venture with whom the contract is entered into and shall be deemed to include the Service Provider's successors (approved by BMRCL), agents, subcontractor, representatives, heirs, executors, and administrators as the case may be unless excluded by the terms of the contract;
- 7) "General Manager (Civil-1)" means the Procurement Officer or any other officer or a third-party agency who has been assigned the authority to take all actions on behalf of BMRCL during the execution of the contract by the Service Provider;
- 8) "Day", "Month", "Year" shall mean calendar day/ month or year (unless reference to financial year is clear from the context);
- 9) "Effective Date" means the date on which this Contract comes into force and effect as per the Contract;
- 10) "Experts" means, collectively, Key Experts, Non-Key Experts, or any other personnel of the Service Provider, Sub-contractor or JV member(s) assigned by the Service Provider to perform the Services or any part thereof under the Contract;
- 11) "General Conditions" means the General Conditions of Contract, also referred to as GCC;
- 12) "Goods" (including the terms 'Stores', 'Material(s)' in specific contexts) includes all articles, materials, commodities, livestock, medicines, furniture, fixtures, raw material, consumables, spare parts, instruments, machinery, equipment, industrial plant, vehicles, aircrafts, ships, railway rolling stock assemblies, sub-assemblies, accessories, a group of machines comprising an integrated production process or such other categories of goods or intangible, products like technology transfer, licenses, patents or other intellectual properties (but excludes books, publications, periodicals, etc., for a library), in specific contexts), procured or otherwise acquired by a Procuring Entity. Any reference to Goods shall be deemed to include specific small work or some services that are incidental or consequential to the supply of such goods;
- 13) "Government" means the Central Government or a State Government as the case may be and includes agenciesand Public Sector Enterprisesunder it, in specific contexts;
- 14) "Intellectual Property Rights" (IPR) means the intellectual property owner's rightsconcerningpossession/ exploitation of such property by others of a tangible or



intangible intellectual property, including rights to Patents, Copyrights, Trademarks, Industrial Designs, Geographical indications (GI);

- 15) Not Used
- 16) "Key Expert(s)" means an individual professional (usually identified by name) whose skills, qualifications, knowledge, and experience are critical to the performance of the Services under the Contract and whose Curricula Vitae (CV) was considered in the technical evaluation of the Service Provider's proposal;
- 17) "Non-Key Expert(s)" means an individual professional (usually not identified by name) provided by the Service Provider or its Sub-contractor to perform the Services or any part thereof under the Contract;
- 18) "Parties": The parties to the contract are the " Service Provider " and the "Procuring Entity", as defined in GCC clause 2.4;
- 19) "Performance Security" (includes the terms 'Security Deposit' or 'Performance Bond' or 'Performance Bank Guarantee' or other specified financial instruments in specific contexts) means a monetary guarantee to be furnished by the successful Service Provider or Contractor in the form prescribed for the due performance of the contract;
- 20) "Procurement" (in the context of Public/ Government 'procurement' or 'Purchase', or 'Acquisition' including an award of Public-Private Partnership projects, in specific contexts) means the acquisition of Goods/ Services/ works or a combination thereof by way of purchase, lease, license or otherwise, either using public funds or any other source of funds (e.g. grant, loans, gifts, private investment etc.) by a Procuring Entity, whether directly or through an agency with which a contract for procurement is entered into, but does not include any acquisition without consideration. The term "procure"/ "procured" or "purchase"/ "purchased" shall be construed accordingly;
- 21) "Procuring Entity" means the entity in The Procuring Organization procuring Goods, Works, or Services;
- 22) "Procurement Officer" means the officer signing the Letter of Award (LoA) and/or the contract on behalf of BMRCL;
- 23) "Procurement Process" (or "Tender"; "Tender"; "Tender Enquiry" in specific contexts): 'Procurement Process' is the whole process from the publishing of the Tender Document to the resultant award of the contract. 'Tender Document' means the document (including all its sections, appendices, forms, formats, etc.) published by BMRCL to invite Proposals in a Procurement Process. The Tender Document and Procurement Process may be generically and interchangeably be referred to as "Tender" or " Tender Enquiry, " which would be clear from context without ambiguity;
- 24) "Proposal" (including the term 'Tender', 'offer', 'quotation' or 'bid' in specific contexts) means an offer to supply goods, services or execution of works made as per the terms and conditions set out in a document inviting such offers;
- 25) "Services" means the work to be performed by the Service Provider under this Contract, as described in Appendix A thereto;
- 26) "Special Conditions" means Special Conditions of Contract, which override the General Conditions, also called SCC;
- 27) "Signed" means ink signed or digitally signed with a valid Digital Signature as per IT Act 2000 (amended from time to time). It also includes stamped, except in the case of Letter of Award or amendment thereof;



- 28) "Sub-contractor" means a person or corporate body with an agreement with the Service Provider to carry out a specific part of the 'Services' while remaining solely liable for the execution of the Contract;
- 29) "Variation" means an instruction given by the General Manager (Civil-1), which varies the scope, quantum or performance standards of the Service performed;
- 30) "Works" refer to any activity involving construction, fabrication, repair, overhaul, renovation, decoration, installation, erection, excavation, dredging, and so on, which make use of a combination of one or more engineering design, architectural design, material and technology, labour, machinery, and equipment.

1.3. Document Conventions

All words and phrases defined in GCC-clause 1.2 are written as 'Capitalized words' and shall have the defined meaning. The rest of the words shall be as per grammar, inter-alia 'Services' shall indicate definition as given in the GCC while 'services' shall have usual dictionary meaning.

1.4. Abbreviations:

Abbreviation	Definition
AITs	Appendix to Instructions To Service Providers
BOQ	Bill of Quantities
BSD	Bid Securing Declaration
CV	Curriculum Vitae
EFT	Electronic Funds Transfer
EOI	Expression Of Interest
FBS	Fixed Budget Selection
GCC	General Conditions of Contract
GST	Goods and Services Tax
GSTIN	GST Identification Number
GTE	Global Tender Enquiry (International Competitive Bidding)
HSN	Harmonized System of Nomenclature
IEM	Independent External Monitor
INR	Indian Rupee
IPR	Intellectual Property Rights
ITS	Instructions To Service Providers



Abbreviation	Definition
JV	Joint Venture
JV/C	Joint Venture/ Consortium
LCS	Least Cost Selection
LoA	Letter of Award (Acceptance)
NIT	Notice Inviting Tender
SCC	Special Conditions of Contract
TIA	Tender Inviting Authority
TIS	Tender Information Summary
TOR	Terms of Reference

2. The Contract

2.1. Language of Contract

Unless otherwise stipulated in the SCC, the contract shall be written in the Official Language (or, if not so specified, in Indian English). All correspondence and other contract documents, which the parties exchange, shall also be written/ translated accordingly in that language. The English version/ translation shall prevail for interpretation of the contract.

2.2. The Entire Agreement

This Contract and its documents (referred to in GCC-clause 2.5 below) constitute the entire agreement between BMRCL and the Service Provider and supersede all other communications, negotiations, and agreements (whether written or oral) of the Parties made before the date of this Contract. No agent or representative of either Party has the authority to make, and the Parties shall not be bound by or be liable for, any statement, representation, promise or agreement not outlined in this Contract.

2.3. Severability

If any provision or condition of this Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of the Contract or any of its other provisions and conditions.

2.4. Relationship between Parties

- 1) The parties to the Contract are the Service Provider and BMRCL, as defined in GCC-clause 1.2 above and as nominated in the contract. Nothing contained herein shall be construed as establishing a relationship in the nature of master and servant or principal and agent between BMRCL and the Service Provider. The Service Provider, subject to this Contract, has complete charge of the Experts and Sub-contractors, if any, performing the Services and shall be fully responsible for the Services performed by them or on their behalf hereunder.



- 2) **Authority of Member in Charge:** In case the Service Provider is a Joint Venture, the members hereby authorize the member specified in the contract to act on their behalf in exercising all the Service Provider's rights and obligations towards BMRCL under this Contract, including without limitation the receiving of instructions and payments from BMRCL.
- 3) **Authorized Representative:** Any action required or permitted to be taken and any document required or permitted to be executed under this Contract by BMRCL or the Service Provider may be taken or executed by the officials specified in the contract.
- 4) **Good Faith:** The Parties shall act in good faith concerning each other's rights under this Contract and adopt all reasonable measures to ensure the realization of the objectives of this Contract. The Service Provider shall always act, in respect of any matter relating to this Contract or the Services, as a faithful adviser to BMRCL and shall at all times support and safeguard BMRCL's legitimate interests in any dealings with the third parties.

2.5. Contract Documents and their Precedence

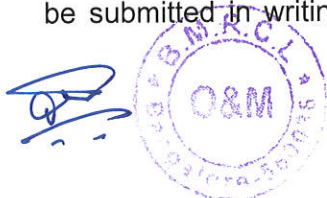
The following conditions and documents in indicated order of precedence (higher to lower) shall be considered an integral part of the contract, irrespective of whether these are not appended/ referred to in it. Any generic reference to 'Contract' shall imply reference to all these documents as well:

- 1) Valid and authorized Amendments issued to the Contract.
- 2) the Agreement consisting of the initial paragraphs, recitals and other clauses, including the appendices annexed to it and signatures of Procuring Entity, set forth immediately before the GCC;
- 3) Appendix A: Terms of Reference;
- 4) Appendix B: Key Experts;
- 5) Appendix C – Not used
 - a) Annex to Appendix C: Not used
- 6) Appendix D – Not used.
- 7) the Letter of Award (LoA), if issued
- 8) the SCC
- 9) the GCC
- 10) the Service Provider's Proposal;
- 11) Any other document listed in the Contract as forming part of this Contract.
- 12) Integrity Pact, if any

2.6. Modifications/ Amendments, Waivers and Forbearances

2.6.1 Modifications/ Amendments of Contract

- 1) If any of the Contract provisions must be modified after the Contract documents have been signed, the modifications shall be made in writing and signed by BMRCL, and no modified provisions shall be applicable unless such modifications have been done. No variation in or modification of the contract terms shall be made except by a written amendment signed by BMRCL. Requests for changes and modifications may be submitted in writing by the Service Provider to BMRCL. At any time during the



currency of the contract, BMRCL may suo-moto or, on request from the Service Provider, by written order, amend the Contract by making alterations and modifications within the general scope of the Contract.

- 2) If the Service Provider does not agree to the suo-moto modifications/ amendments made by BMRCL, he shall convey his views within 14 days from the date of amendment/ modification. Otherwise, it shall be assumed that the Service Provider has consented to the amendment.
- 3) Any verbal or written arrangement abandoning, modifying, extending, reducing, or supplementing the contract or any of the terms thereof shall be deemed conditional and shall not be binding on BMRCL unless and until the same is incorporated in a formal instrument and signed by BMRCL, and till then BMRCL shall have the right to repudiate such arrangements.

2.6.2 Waivers and Forbearance

The following shall apply concerning any waivers, forbearance, or similar action taken under this Contract:

- 1) Any waiver of a Procuring Entity's rights, powers, or remedies under this Contract must be in writing, dated, and signed by an authorized representative of BMRCL granting such waiver and must specify the terms under which the waiver is being granted.
- 2) No relaxation, forbearance, delay, or indulgence by Procuring Entity in enforcing any of the terms and conditions of this Contract or granting of an extension of time by Procuring Entity to the Service Provider shall, in any way whatsoever, prejudice, affect, or restrict the rights of Procuring Entity under this Contract, neither shall any waiver by Procuring Entity of any breach of Contract operate as a waiver of any subsequent or continuing breach of Contract.

3. Governing Laws and Jurisdiction

3.1. Governing Laws and Jurisdiction

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out of or in respect of the Contract.

3.2. Changes in Laws and Regulations

Unless otherwise stipulated in the contract, if after the last deadline for the Proposal submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased by agreement



between the Parties hereto, to the extent that the Service Provider has thereby been affected in the performance of any of its obligations under the contract. Such adjustments shall be made to the Contract delivery date and price amount specified as per GCC clause 2.6. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

4. Communications

4.1. Communications

- 1) All communications under the contract shall be served by the parties to each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.
- 4) Such communications would be an instruction, a notification, an acceptance, a certificate from BMRCL, or a submission or a notification from the Service Provider. A notification or certificate required under the contract must be communicated separately from other communications.
- 5) The General Manager (Civil-1) shall direct the order, in which the several components of the Services shall be provided, and the Service Provider shall execute all orders, the General Manager (Civil-1) gives from time to time without delay. Still, the Service Provider shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

4.2. Persons signing the Communications

For all purposes of the contract, including arbitration, thereunder all communications to the other party shall be signed by:

- 1) On behalf of Service Provider: The person who has signed the contract on behalf of the Service Provider shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the Service Provider, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the Service Provider. If it is discovered at any time that the person, so signing has no authority to do so, BMRCL reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the Service Provider liable to BMRCL for all costs and damages arising from such misdemeanours.
- 2) Unless otherwise stipulated in the contract, the General Manager (Civil-1) signing the contract shall administer the contract and sign communications on behalf of BMRCL. Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

4.3. Address of the parties for sending communications by the other party.



For all purposes of the contract, including arbitration, thereunder, the address of parties to which the other party shall address all communications and notices shall be:

- 1) The Service Provider's address as mentioned in the contract, unless the Service Provider has notified change by a separate communication containing no other topic to BMRCL. The Service Provider shall be solely responsible for the consequence of an omission to notify a change of address in the manner aforesaid, and
- 2) The address of BMRCL shall be the address mentioned in the contract. The Service Provider shall also send additional copies to officers of BMRCL presently dealing with the contract.
- 3) In case of the communications from the Service Provider, copies of communications shall be marked to the General Manager (Civil-1) and BMRCL's officer signing the contract and as relevant to the Paying Authorities mentioned in the contract. Unless already specified before the contract's start, BMRCL and the Service Provider shall notify each other if additional copies of communications are to be addressed to additional addresses.

5. Service Provider's Obligations and restrictions on its Rights

5.1. Changes in Constitution/ financial stakes/ responsibilities of a Contract's Business

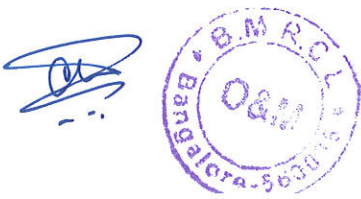
The Service Provider must proactively keep BMRCL informed of any changes in its constitution/ financial stakes/ responsibilities during the execution of the contract.

- 1) Where the Service Provider is a partnership firm, the following restrictions shall apply to changes in the constitution during the execution of the contract:
 - a) a new partner shall not be introduced in the firm except with the previous consent in writing of BMRCL, which shall be granted only upon execution of a written undertaking by the new partner to perform the contract and accept all liabilities incurred by the firm under the contract before the date of such undertaking.
 - b) On the death or retirement of any partner of the Service Provider firm before the complete performance of the contract, BMRCL may, at his option, terminate the contract for default as per the contract and avail any or all remedies thereunder.
 - c) If the contract is not terminated as provided in Sub-clause (b) above, notwithstanding the retirement of a partner from the firm, that partner shall continue to be liable under the contract for acts of the firm until a copy of the public notice given by him under Section 32 of the Partnership Act, has been sent by him to BMRCL in writing or electronically.

5.2. Obligation to Maintain Eligibility and Qualifications

The contract has been awarded to the Service Provider based on evaluation stipulated in the Tender process after he was shortlisted in the on eligibility and qualifications criteria stipulated therein. The Service Provider is contractually bound to maintain all such criteria during the execution of the contract. Any change which would vitiate the basis on which the Service Provider was awarded the contract should be pro-actively brought to the notice of BMRCL within 7 days of it coming to the Service Provider's knowledge.

5.3. Restriction on Potential Conflict of Interests



- 1) Neither the Service Provider nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
 - a) During this Contract's term, any business or professional activities in India that would conflict with the activities assigned to them.
 - b) After this Contract's termination, such other activities as may be stipulated in the contract.
- 2) Furthermore, if the Service Provider, as part of the Services, has the responsibility of advising BMRCL on the procurement of goods, works or services, the Service Provider shall at all times exercise such responsibility in the best interest of BMRCL. Any discounts or commissions obtained by the Service Provider in the exercise of such procurement responsibility shall be for the account of BMRCL.
- 3) During the term of this Contract and after its termination, the Service Provider and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.
- 4) The payment of the Service Provider according to (GCC Clause 10.5) shall constitute the Service Provider's only payment in connection with this Contract. The Service Provider shall not accept for its benefit any trade commission, discount or similar payment in connection with activities under this Contract or the discharge of its obligations hereunder. The Service Provider shall use its best efforts to ensure that any Sub-contractors and the Experts and agents of either shall not receive any additional payment.
- 5) The Service Provider has an obligation and shall ensure that its Experts and Sub-contractors shall have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of BMRCL or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Service Provider and/ or the termination of its Contract.

5.4. Consequences of breach by Constituents of a Service Provider

Should the Service Provider or any of its partners, its Subcontractors, or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Service Provider shall remedy such breaches within 21 days, keeping BMRCL informed. However, at its discretion, BMRCL shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of BMRCL as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the Service Provider or any partner of the Service Provider firm has committed a default or breach of any of the conditions shall be final and binding on the Service Provider.

5.4.1 Not Used

5.5. Assignment and Sub-contracting



- 1) the Service Provider shall not, save with the previous consent in writing of BMRCL, sublet, transfer, or assign the contractor any part thereof or interest therein or benefit or advantage thereof in any manner whatsoever.
- 2) The Service Provider shall notify BMRCL in writing of all subcontracts awarded under the contract if not already stipulated in the contract, In its original Proposal or later. Such notification shall not relieve the Service Provider from any of its liability or obligation under the terms and conditions of the contract. Subcontract shall be only for bought-out services and incidental goods/ works. Subcontracts must comply with and should not circumvent the Service Provider's compliance with its obligations under GCC-clause 5.1 to 5.7, based on which Contract is awarded to him.
- 3) If the Service Provider sublets or assigns this Contract or any part thereof without such permission, BMRCL shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder.

5.6. Obligation to Indemnify Procuring Entity

5.6.1 For breach of IPR Rights

- 1) the Service Provider shall indemnify and hold harmless, free of costs, BMRCL and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the Service Provider under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:
 - a) any design, data, drawing, specification, or other documents or Services provided or designed by the Service Provider for or on behalf of BMRCL.
 - b) The sale by BMRCL in any country of the services/ products produced by the Services delivered by the Service Provider, and
 - c) The delivery of the Services by the Service Provider or the use of the Services at BMRCL's Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the Service Provider.
- 3) If any proceedings are brought, or any claim is made against BMRCL arising out of the matters referred above, BMRCL shall promptly give the Service Provider a notice thereof. At its own expense and in BMRCL's name, the Service Provider may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping BMRCL informed.
- 4) If the Service Provider fails to notify BMRCL within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then BMRCL shall be free to conduct the same on its behalf at the risk and cost to the Service Provider.



- 5) At the Service Provider's request, BMRCL shall afford all available assistance to the Service Provider in conducting such proceedings or claim and shall be reimbursed by the Service Provider for all reasonable expenses.

5.6.2 For Losses and Damages Caused by Service Provider

- 1) the Service Provider shall indemnify and keep harmless BMRCL, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against BMRCL because of any act or omission or default or negligence or trespass of the Service Provider, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The Service Provider shall make good at his own expense all resulting losses and/ or damages to:
 - a) the Services themselves or
 - b) any other property of BMRCL or
 - c) the lives, persons, or property of others
- 2) In case BMRCL is called upon to make good such costs, loss, or damages or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which BMRCL may incur about it, shall be charged to the Service Provider. All sums payable by way of compensation under any of these conditions shall be considered reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3) BMRCL shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the Service Provider, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Service Provider, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defense or compromise, and the incurring of any such expenses shall not be called in question by the Service Provider.

5.7. Confidentiality, Secrecy and Property and IPR Rights

5.7.1 Property Rights

- 1) Physical assets, e.g., Equipment, vehicles and materials made available to the Service Provider by BMRCL or purchased by the Service Provider wholly or partly with funds provided by BMRCL, shall be the property of BMRCL and shall be marked accordingly. Upon termination or expiration of this Contract, the Service Provider shall make an inventory of such equipment, vehicles, and materials available to BMRCL and dispose of such equipment, vehicles, and materials in accordance with BMRCL's instructions. While in possession of such equipment, vehicles and materials, the Service Provider, unless otherwise instructed by BMRCL in writing, shall insure them at the expense of BMRCL in an amount equal to their total replacement value.



- 2) Intangible assets, e.g., license agreements, Software Packages, memberships for purposes of performance of this contract provided by BMRCL or purchased by the Service Provider wholly or partly with funds provided by BMRCL, shall be the property of BMRCL and shall be marked accordingly. These shall be obtained in the name of BMRCL after obtaining BMRCL's prior written approval. BMRCL shall have an encumbered right to use such assets, even after the termination of the Contract. Other restrictions about the future use of these documents and software shall be specified in the SCC.

5.7.2 IPR Rights

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the Service Provider under this Contract shall become and remain the property of BMRCL and shall be subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without BMRCL's prior written consent. The Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to BMRCL, together with a detailed inventory thereof. The Service Provider may retain a copy of such documents and software but shall not use it for commercial purposes.

5.7.3 Confidentiality

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of BMRCL to the Service Provider in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of BMRCL and shall, without the prior written consent of Procuring Entity neither be divulged by the Service Provider to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by BMRCL, all copies of all such information in original shall be returned on completion of the Service Provider's performance and obligations under this contract.

5.7.4 Secrecy

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the Service Provider shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

5.7.5 Restrictions on Use of Information

- 1) Without BMRCL's prior written consent, the Service Provider shall not use the information mentioned in the sub-clauses above, except for performing this contract.
- 2) The Service Provider shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of BMRCL, divulge to any person other than the person(s) employed by the Service Provider in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.



- 3) Notwithstanding the above, the Service Provider may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from BMRCL to the extent required for performing the contract. In this event, the Service Provider shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the Service Provider under the above clauses.
- 4) The obligation of the Service Provider under sub-clauses above, however, shall not apply to information that:
- a) the Service Provider needs to share with the institution(s) participating in the financing of the contract;
 - b) now or hereafter is or enters the public domain through no fault of Service Provider;
 - c) can be proven to have been possessed by the Service Provider at the time of disclosure and which was not previously obtained, directly or indirectly, from BMRCL; or
 - d) otherwise lawfully becomes available to the Service Provider from a third party with no obligation of confidentiality.
- 5) The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the Service Provider before the date of the contract in respect of the contract, the Tender Document, or any part thereof.
- 6) The provisions of this clause shall survive completion or termination for whatever reason of the contract.

5.7.6 Protection and Security of Personal Data

- 1) Where the Service Provider is processing Personal Data for BMRCL (as part of Services), the Service Provider shall:
- a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
 - b) Comply with all applicable laws;
 - c) Process the Personal Data only to the extent and in such manner as is necessary for the discharge of the Service Provider's obligations under this Contract or as is required by Law or any Regulatory Body;
 - d) Implement appropriate technical and organizational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
 - e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
 - f) Obtain prior written consent from the Authority to transfer the Personal Data to any Sub-contractor for the provision of the Services;
 - g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of BMRCL.



- h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
 - i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by BMRCL.
 - j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of BMRCL or compliance with a legal obligation imposed upon BMRCL;
- 2) Notify BMRCL (within five Working Days) if it receives;
- a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or
 - b) a complaint or request relating to BMRCL's obligations under the law;
- 3) The provision of this clause shall apply during the contractperiod and indefinitely after its expiry.

5.8. Performance Bond/ Security

- 1) Within Twenty One days (or any other period mentioned in Tender Document or Contract) after the issue of the Letter of Award by BMRCL, the Service Provider shall furnish to BMRCL performance security, valid up to sixty days (or any other period mentioned in Tender Document or Contract) after the date of completion of all contractual obligations by the Service Provider.
- 2) The amount of Performance security shall be stipulated in the Tenderdocument or the Contract denominated in Indian Rupees and shall be in one of the following forms:
 - a) Unless otherwise stipulated in the Tender Document or the Contract, Account Payee Demand Draft, Fixed Deposit Receipt, or Banker's Cheque drawn on any commercial bank in India, favoring BMRCL.
 - b) Bank Guarantee issued by a Commercial bank in India, in the prescribed form provided in Appendix E to Format 1: Contract Form.
- 3) If the Service Provider, having been called upon by BMRCL to furnish Performance Security, fails to do so within the specified period, it shall be lawful for BMRCL at its discretion to annul the award and enforce forfeiture of the Bid Security, besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the Service Provider during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for BMRCL at its discretion
 - (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
 - (b) without terminating the Contract:
 - i) recover from the Service Provider the amount of such security deposit by deducting the amount from the pending bills of the Service Provider under the contractor any other contract with BMRCL or the Government or any person



- contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 10.4, or
- ii) treat it as a breach of contract and avail any or all contractual remedies provided for breaches/ default.
- 5) In case of any amendment issued to the Contract, the Service Provider shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within Twenty One days of issue of the amendment.
- 6) BMRCL shall be entitled, and it shall be lawful on his part,
- (a) Todeduct from the performance securities or to forfeit the said security in whole or in part in the event of:
- i) any default, failure, or neglect on the part of the Service Provider in the fulfillment or performance in all respect of this contractor any other contract with the Procuring Organisation or any part thereof
- ii) for any loss or damage recoverable from the Service Provider which BMRCL may suffer or be put to for reasons of or due to above defaults/ failures/ neglect
- (b) and in either of the events aforesaid to call upon the Service Provider to maintain the said performance security at its original limit by making further deposits, provided further that BMRCL shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the Service Provider for similar reasons.
- 7) Subject to the sub-clause above, BMRCL shall release the performance security without any interest to the Service Provider on completing all contractual obligations. Alternatively, upon the Service Provider submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.
- 8) No claim shall lie against BMRCL regarding interest on cash deposits, Government Securities, or depreciation thereof.

5.9. Permits, Approvals and Licenses

Whenever the Services and incidental Goods/ Works delivery requires the Service Provider to obtain permits, approvals, and licenses from local public authorities or any third party, it shall be Service Provider's sole responsibility to obtain these and keep them current and valid. Such requirements may include but not be restricted to licenses or environmental clearance if required. If requested by the Service Provider, BMRCL shall make its best effort to assist the Service Provider in complying with such requirements in a timely and expeditious manner, without diluting the Service Provider's responsibility in this regard.

5.10. Insurances

The Service Provider (a) shall take out and maintain, and shall cause any Sub-contractors to take out and maintain, at its (or the Sub-contractors', as the case may be) own cost but on terms and conditions approved by BMRCL, insurance against the risks, and for the coverage, as stipulated in the contract or any applicable law including Labour Codes; and at



BMRCL's request, shall provide evidence to BMRCL showing that such insurance has been taken out and maintained and that the current premiums have been paid. The Service Provider shall ensure that such insurance is in place before commencing the Services as stated in GCC clause9.2. Alterations to the terms of insurance shall not be made without the approval of the General Manager (Civil-1).

5.11. Accounting, Inspection and Auditing

The Service Provider shall keep and shall make all reasonable efforts to keep accurate and systematic accounts and records in respect of the Services and in such form and detail as shall clearly identify relevant time changes and costs and as per accounting principles prescribed in India.

5.12. Not Used

5.13. Legal Compliance

The Service Provider shall perform the Services in accordance with the Contract and the Applicable Law and shall take all practicable steps to ensure that any of its Experts and Sub-contractors comply with the Applicable Law.

5.14. Not used

6. BMRCL's Obligations

6.1. Assistance by BMRCL

Unless otherwise specified in the SCC, BMRCL shall use its best efforts to:

- 1) issue to officials, agents, and stakeholders all such instructions and information as necessary or appropriate for the prompt and effective implementation of the Services.
- 2) Provide to the Service Provider any other assistance as specified in the SCC.
- 3) **Access to Project Site:** BMRCL warrants that the Service Provider shall have, free of charge, unimpeded access to the project site in respect of which access is required for the performance of the Services. BMRCL shall be responsible for any damage to the project site or any property resulting from such access. It shall indemnify the Service Provider and each of the experts in respect of liability for any such damage unless such damage is caused by the wilful default or negligence of the Service Provider or any Sub-contractors or the Experts of either of them.

6.2. Facilities to be provided by BMRCL

- 1) BMRCL shall make available to the Service Provider and the Experts, for the performance of the contract, free of any charge (unless otherwise stated therein), the services, facilities, and property described in the 'Terms of Reference' (Appendix A) as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The Service Provider shall use such property for the execution of the contract and no other purpose whatsoever.
- 2) In case such services, facilities and property shall not be made available to the Service Provider as and when specified in Appendix A, the Parties shall agree on



- (i) any time extension that it may be appropriate to grant to the Service Provider for the performance of the Services,
- (iii) how the Service Provider shall procure any such services, facilities and property from other sources, and
- (iii) the additional payments, if any, to be made to the Service Provider as a result thereof according to GCC clause 10.1.1.

6.3. Counterpart Personnel

- 1) BMRCL shall make professional and support counterpart personnel available to the Service Provider, as specified in **Appendix A**.
- 2) If counterpart personnel are not provided by BMRCL to the Service Provider as and when specified in **Appendix A**, BMRCL and the Service Provider shall agree on (i) how the affected part of the Services shall be carried out, and (ii) the additional payments, if any, to be made by BMRCL to the Service Provider as a result thereof.
- 3) Professional and support counterpart personnel, excluding Procuring Entity's Contract Management and liaison personnel, shall work under the exclusive direction of the Service Provider. If any member of the counterpart personnel fails to perform adequately any work assigned to such member by the Service Provider that is consistent with the position occupied by such member, the Service Provider may request the replacement of such member, and BMRCL shall not unreasonably refuse to act upon such request.

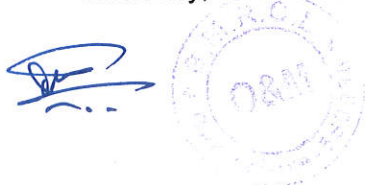
6.4. Payment Obligation

In consideration of the Services performed by the Service Provider under this Contract, BMRCL shall make such payments to the Service Provider for the deliverables specified in **Appendix A** and in such manner as is provided in the Contract.

7. Scope of Services and Standards of Performance

7.1. Scope of Services

- 1) **Services:** This Contract is for the performance/ delivery of Services of the description, scope/ quantum outlined in **Appendix A: 'Terms of Reference'** during the contract period specified therein.
- 2) **Incidental Works/ Goods/ Other Services:** If so stipulated, the Service Provider shall be required to perform/ deliver specified incidental Works/ Goods/ other Services as an integral part of the Services in the contract.
- 3) **Location:** The Services shall be performed at such locations as are specified in Appendix A hereto and, where the location of a particular task is not so specified, at such locations, whether in BMRCL's country or elsewhere, as BMRCL may approve.
- 4) **Reporting Requirements:** The Service Provider shall deliver to BMRCL the reports, deliverables, outputs, and documents specified in **Appendix A: 'Terms of Reference'**, in the form, in the numbers and within the time periods outlined in the said Appendix, besides progress reports as per GCC Clause 9.3.
- 5) **Standard of Performance:**
 - a) The Service Provider shall perform and carry out the Services with all due diligence, efficiency, and economy, in accordance with generally accepted professional



standards and practices, and observe sound management practices, and employ appropriate technology and safe and effective equipment, machinery, materials and methods.

- b) Unless otherwise specified, the performance standards and quality of the Services shall conform to the Terms of Reference as stipulated in the contract or as per best standards in the market, where not so specified.
- c) **Defects in Services:** BMRCL shall promptly notify the Service Provider of any identified defects, requesting the correction of the notified defect within a reasonable time. If the Service Provider has not corrected notified defect within the time stipulated in BMRCL's notice, BMRCL may order the suspension of payments as per GCC clause 10.6.

7.2. Eligible Services

Unless otherwise stipulated in the SCC, the country of origin of 'Services' and related 'Goods' under the contract shall have their origin in India or other countries (if so specified in the Contract) and must conform to the declaration made by the Service Provider in the Tender submittal regarding Government policies restricting the participation of entities from

- i) Countries sharing land borders with India and
- ii) Countries that restrict participation from Bidders from India, on a reciprocal basis. They should ensure that they continue to be free from such restrictions.

8. Deployment of Resources

8.1. Site and Assets thereon

8.1.1 Site of Service Delivery

- 1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by BMRCL for the contract.
- 2) No land or building or any other asset belonging to or in possession of BMRCL shall be occupied by the Service Provider without the permission of BMRCL. The Service Provider shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
- 3) **Prohibition of Smoking and Intoxicants:** The Service Provider shall exercise influence and authority to the utmost extent to secure strict compliance by his staff or any labour employed through sub-contractors or petty contractors with all the rules and regulations stipulated by BMRCL relating to the access to the project site, including but not limited to
 - a) Prohibition of Smoking in 'No Smoking Zone' and in Public Places
 - b) Prohibition of the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the Service Provider or any of his employees.
 - c) Safety practices relating to Procuring Entity's staff, Public and third parties
 - d) Maintenance of peace and business-like ambience

8.1.2 Clearance of Site on Completion



- 1) On completion of the services, the Service Provider shall handover the whole of the project site to BMRCL on 'as it was' basis. No final payment in settlement of the accounts for the Services shall be paid, held to be due or shall be made to the Service Provider till, in addition to any other condition necessary for final payment, site clearance shall have been affected by him.
- 2) In the event of failure on the part of the Service Provider to comply with this provision within 7 days after receiving notice for clearance of Procuring Entity's site and lands, the General Manager (Civil-1) shall cause them to be removed in such a way as deemed fit and convenient and cost as increased by supervision and other incidental charges shall be recovered from the Service Provider. BMRCL shall not be held liable for any loss or damage to the Service Provider's property as may be on the site and due to such removal.

8.2. Key and Non-key Personnel

8.2.1 General Requirements

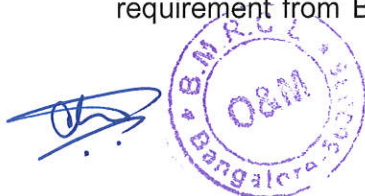
- 1) **Restrictions on the Employment of Retired Staff or Officers or Managers of Procuring Entity Services within One Year of their Retirement:** the Service Provider shall not himself be a retired Government employee of Gazetted rank or engage any employee or associate who is a retired Government employee of Gazetted rank, if such persons have not completed one year from the date of retirement, in connection with this Contract in any manner whatsoever without obtaining prior permission of the relevant authority. If the Service Provider is found to have contravened this provision, it shall constitute a breach of contract and Procuring Entity shall be entitled to terminate the contract and avail of any or all the remedies thereunder.
- 2) **Team Lead:** The Service Provider, when he is not personally present on the site of the workplace, shall nominate a Team Lead during working hours who shall, on receiving reasonable notice, present himself to the General Manager (Civil-1). Orders given by the General Manager (Civil-1) or his representative to the Team Lead shall be deemed to have the same force as if given to the Service Provider.

8.2.2 Key Personnel

- 1) The Service Provider shall employ and provide qualified and experienced Experts and Sub-contractors as required to carry out the Services.
- 2) The Service Provider may subcontract part of the Services to an extent and with such Key Experts and Sub-contractors as may be approved in advance by BMRCL. Notwithstanding such approval, the Service Provider shall retain full responsibility for the Services.
- 3) The titles, job descriptions, minimum qualifications, and estimated periods of the Service Provider's Key Personnel engagement in carrying out the Services are described in Appendix B to the Contract.
- 4) The Experts shall not be entitled to be paid for overtime nor to take paid sick leave or vacation leave except as specified in Appendix B, and the Service Provider's remuneration shall be deemed to cover these items.



- 5) Working hours and holidays for Experts are outlined in Appendix B. To account for travel time to/from the India, experts carrying out Services in India shall be deemed to have commenced or finished work in respect of the Services several days before their arrival in or after their departure from India, as is specified in Appendix B.
- 6) Any leave-taking by Key Experts shall be subject to the prior approval by the Service Provider, who shall ensure that absence for leave purposes shall not delay the progress and or impact adequate supervision of the Services.
- 7) Unless BMRCL may otherwise agree in writing, no changes shall be made in the Key Experts.
- 8) Notwithstanding the above, the substitution of Key Experts during Contract execution may be considered only based on the Service Provider's written request and due to compelling or unavoidable situations outside the reasonable control of the Service Provider, including but not limited to death or medical incapacity. The substitute shall be of equivalent or higher credentials. Such substitution shall not exceed the limit specified in the SCC (or 30%, if not specified) of total key personnel.
- 9) Substitution of the first 10% of key personnel at the request of the Service Providers shall be subject to a reduction of remuneration by a percentage specified in the SCC (or 5%, if not specified) of the remuneration which would have been paid to the original personnel from the date of the replacement till completion of the contract. Such reduction in remuneration shall progressively increase further for subsequent substitutions as specified in the SCC. If not specified, the reduction in remuneration shall be 10% and 15%, respectively, for the subsequent two slabs of 10% substitutions of key personnel (i.e., till 30% substitution). Such reduction shall not apply to the substitution of experts in pursuance of orders by the General Manager (Civil-1) as per sub-clause (11) below.
- 10) If additional Key Experts are required to carry out the Services during the execution of the contract, the Service Provider shall submit to BMRCL for review and approval a copy of their Curricula Vitae (CVs). If BMRCL does not object in writing (stating the reasons for the objection) within twenty-one (21) days from the receipt of such CVs, such additional Key Experts shall be deemed to have been approved by BMRCL. The rate of remuneration payable to such new additional Key Experts shall be based on the rates for other Key Experts positions which require similar qualifications and experience.
- 11) Removal of Experts or Sub-contractors: The Service Provider shall, at BMRCL's written request, provide a replacement, if BMRCL finds that any of the Experts or Sub-contractor:
 - a) persists in any misconduct or lack of care;
 - b) carries out duties incompetently or negligently;
 - c) fails to comply with any provision of the Contract;
 - d) based on reasonable evidence, is determined to have engaged in Fraud and Corruption during the execution of the Works; or
 - e) undertakes behavior which breaches the Code of Conduct;
- 12) Subject to the requirements in sub-clause above, and notwithstanding any requirement from BMRCL to request a replacement, the Service Provider shall take



immediate action as appropriate in response to any violation of (a) through (e) above. Such immediate action shall include removing (or causing to be removed) from carrying out the Services, any Expert who engages in (a) to (e) above.

- 13) If any of the Key Experts, Non-Key Experts or Sub-contractors is found by BMRCL to be incompetent or incapable of discharging assigned duties, BMRCL specifies the grounds, therefore, may request the Service Provider to provide a replacement.
- 14) Any replacement of the removed Experts or Sub-contractors shall possess better qualifications and experience and be acceptable to BMRCL.
- 15) The Service Provider shall bear all costs from or incidental to any removal and/or replacement of such Experts.

8.2.3 Non-key Personnel

- 1) the Service Provider must ensure deployment of non-key Personnel as per Annexure C, the Terms of Reference, and the approved Works plan as updated. Daily attendance records of such non-key personnel shall be maintained by the Service Provider and shared with the General Manager (Civil-1). If the General Manager (Civil-1) believes that the Service Provider is not employing sufficient Non-key personnel as is specified or otherwise for the proper execution of the Services, he shall issue a notice to the Service Provider for remedial measures. The Service Provider shall forthwith, on receiving intimation to this effect, deploy the additional number of non-key personnel as specified by the General Manager (Civil-1) immediately, and failure on the part of the Service Provider to comply with such instructions shall entitle BMRCL to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract and avail all the remedies thereunder. Such action shall be in addition to deduction from Service Provider's payment cost of shortfall personnel as per Annexure C.
- 2) **Removal of Personnel on Orders of General Manager (Civil-1)** If BMRCL finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the Service Provider shall, at BMRCL's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to BMRCL. The Service Provider shall have no claim for additional costs from or incidental to any personnel removal and/or replacement.

8.3. Equipment and Tools of Trade

The Service Provider must ensure the deployment of Equipment and Tools of Trade necessary to deliver services as per the Terms of Reference and approved Works plan as updated. In the event of the Contract Manager believing that the Service Provider is not employing on the Services sufficient Equipment/Tools of Trade as is specified or otherwise for the proper execution of the Services within the prescribed time, the Service Provider shall forthwith on receiving intimation to this effect deploy the additional equipment/ tools of the trade as specified by the General Manager (Civil-1) immediately and failure on the part of the Service Provider to comply with such instructions shall entitle BMRCL to suspend payments as per GCC clause 10.6 for the shortfall in performance or terminate the contract as a breach of contract.



9. Delivery of Services and delays

9.1. Works plan

- 1) Before commencement of the Services, the Service Provider shall submit for approval of the General Manager (Civil-1) a Works plan showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the General Manager (Civil-1) shall be treated as the agreed Works plan for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.

9.2. Commencement of Services

- 1) **Effective Date of Contract:** Service Provider shall commence the Services and shall proceed with due expedition and without delay from the effective date of Contract (all dates of delivery shall be counted from such a date), which shall be the date mentioned as the effective date in the contract, or if not so mentioned:
 - a) 15 days from (unless specified otherwise in that order) the date of Procuring Entity's notice to the Service Provider instructing him to begin carrying out the Services. This notice shall confirm that the effectiveness conditions, if any, listed in the contract have been met.
 - b) If no such order is issued, 15 days from the date Contract has been signed by BMRCL
- 2) **Commencement of Services:** Not later than the number of days after the Effective Date specified in the SCC or the Notice to proceed, the Service Provider shall begin carrying out the Services after confirming the following:
 - a) As required by the Contract, all key experts needed at the beginning of the assignment are effectively participating.
 - b) that upon provision of Bank Guarantees, advance payments, if any, are implemented.
 - c) that BMRCL has provided facilities (including Data, Documents and Background Information) as per the Contract
 - d) that all parties involved in the assignment (users, security team, and other relevant departments of BMRCL and other third-party stakeholders) have been informed by BMRCL
 - e) that all permits, licenses, and authorizations have been obtained.
- 3) **Termination of Contract for Failure to Become Effective:** If this Contract has not become effective within such period after the date of Contract signature as specified in the SCC, either Party may, by not less than twenty-two (22) days' written notice to the other Party, declare this Contract to be null and void, and in the event of such a declaration by either Party, neither Party shall have any claim against the other Party with respect hereto.

9.3. Contract Management

9.3.1 Service Provider Management Teams



- 1) BMRCL shall nominate a General Manager (Civil-1) (or a Service Provider Management Team), and the Service Provider shall nominate a counterpart Team Lead to monitor the assignment so that the output is in line with the entity's objectives of the Contract.

9.3.2 Review of Phases and Milestones

The General Manager (Civil-1) and Service Provider / Team Lead shall hold progress meetings at various phases and Milestones into which the assignment is divided as per Annexure A. Unless otherwise indicated in Annexure A, the following actions would be taken during such progress meetings.

- 1) **Kick-off Meeting:** The General Manager (Civil-1) and the Service Provider / Team Lead shall meet at the start of the assignment to ensure that the Contract requirements are clearly understood by all concerned and the Contract Management procedures are finalized.
- 2) **Inception Phase Review:** The inception meeting shall be held at a period (specified in Annexure A or the Notice to proceed) after the effective date of the contract or, if not so specified, within 21 days of the effective date. Before this meeting, the Service Provider must provide a draft Inception Report for discussion. The Service Provider shall submit a final Inception Report within the time specified for it in the 'Terms of Reference' or as agreed in the Inception Meeting, or if not so specified, within 7 days of the Inception Meeting. Template for Inception Report may be agreed to beforehand in the Inception Meeting. It should, at the minimum, cover comments and suggestions on the following:
 - a) Terms of Reference
 - b) Work plan and staffing schedule
 - c) Facilities to be provided by BMRCL
 - d) Working arrangements and liaison
- 3) **Periodic Reviews:** Unless otherwise decided by the General Manager (Civil-1) and the Service Provider's Team Lead, periodic review meetings (monthly if not otherwise stipulated) shall be held to review the pace of progress as compared to the Work Plan and remedial actions thereto.
- 4) **Deliverables Reviews:** The General Manager (Civil-1) and Service Provider / Team Lead may hold other meetings to review and approve specific deliverables or phases (including Interim and Final Reports) as specified in Annexure A or as agreed between the parties.

9.4. Delivery of services, Time of Delivery and Extensions Thereof

9.4.1 Delivery of Services:

The Service Provider shall deliver all Services and submit deliverables as per the approved work plan in the manner specified in the Contract.

9.4.2 Time of Delivery of Services is of Essence of the Contract:



The time for delivery of Services shall be deemed to be the essence of the contract. Subject to any requirement in the contract as to the completion of any portions or portions of the Services before completion of the whole; the Service Provider shall fully and finally complete the whole of the services comprised in the contract as per the Delivery and Completion Schedule stipulated in Annexure A: 'Terms of Reference'. If at any time during the currency of the contract, the Service Provider encounters conditions hindering the timely performance of services, the Service Provider shall promptly inform BMRCL in writing about the same and its likely duration. He must make a request to BMRCL for an extension of the delivery schedule. On receiving the Service Provider's communication, BMRCL shall examine the situation and, at its discretion, may agree to extend the completion schedule, with or without liquidated damages and with and without denial clause by issuing an amendment to the contract in terms of the following clauses.

9.4.3 Extension Due to Modification

The General Manager (Civil-1) might grant a reasonable extension of the completion date if any modifications ordered materially increase the time for delivery of the services. The Service Provider shall be responsible for requesting such extension of the date as soon as the cause thereof shall arise and, in any case, not less than one month before the expiry of the date fixed for completion of the services.

9.4.4 Extension for Delay Not Due to Service Provider

- 1) If in the opinion of the Service Provider, the progress of Services has any time been delayed due to the following reasons, then within 15 days of such happening causing delay, he shall give notice thereof in writing to the General Manager (Civil-1), but shall nevertheless do due diligence to bring down or make good the delays and to proceed with the services:
 - a) proceeding taken or threatened by or dispute with external third parties arising otherwise than from the Service Provider's own default etc. or
 - b) delay authorized by the General Manager (Civil-1) pending arbitration or
 - c) any act or neglect of Procuring Entity's employees e.g.:
 - i) Delay or failure to issue notice to commence the services or
 - ii) delay or failure to issue necessary instructions for which the Service Provider had applied explicitly in writing.
 - iii) Delay in or failure to handover of possession of the site or the necessary facilities/ documents/ data or instructions by BMRCL to the Service Provider or
 - iv) any other delay caused by BMRCL due to any other cause whatsoever.
- 2) the Service Provider may also indicate the period for which the Services are likely to be delayed and ask for a necessary extension of time. On receipt of such request from the Service Provider, the General Manager (Civil-1) shall consider the same and grant such extension of time as, in his opinion, is reasonable regarding the nature and period of delay and the type and quantum of work affected thereby. No other compensation shall be payable for work carried forward to the extended period. The same rates, terms, and conditions as the original Contract shall apply during the extended period.



9.4.5 Extension of Time for Delay Due to Service Provider

- 1) If the Service Provider fails to deliver the Services within the fixed/ extended period for reasons other than those stipulated in GCC-clause 9.4.3 and 9.4.4 above, BMRCL may, if satisfied that the service delivery can still be completed within a reasonable time, extend the period further.
- 2) On such extension, BMRCL shall be entitled without prejudice to any other right and remedy available on that behalf to recover from the Service Provider as agreed damages and not by way of penalty Liquidated Damages as per GCC-clause 9.5 below.
- 3) Provided further that if BMRCL is not satisfied that the service can be completed by the Service Provider or in the event of failure on the part of the Service Provider to complete the service within the extension of time allowed further as aforesaid, BMRCL shall be entitled without prejudice to any other right or remedy available in that behalf, treat the delay as a breach of contract and avail any or all the remedies thereunder, whether or not actual damage is caused by such default.
- 4) **Inordinate Delays:** Delays due to the Service Provider of more than one-fourth (25%) of the total completion period shall be treated as inordinate delays. Such inordinate delays shall be noted as poor performance and be held against the Service Provider in future procurements. A show-cause notice shall be issued to the Service Provider before declaring it a poor performance. Such delays may be considered a breach of the contract at the option of BMRCL.

9.5. Damages and Deductions Thereof

9.5.1 Right of BMRCL to recover Damages.

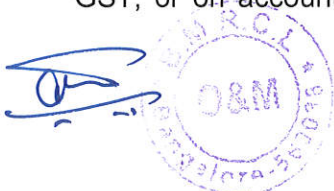
Procuring Entity shall be entitled to, and it shall be lawful for him to recover Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money.

9.5.2 Liquidated damages

- 1) Subject to GCC-clause 9.4, if the Service Provider fails to perform the Services within the time frame(s) incorporated in the contract, BMRCL shall, without prejudice to other rights and remedies available to BMRCL under the contract, deduct from the contract price, as liquidated damages for each week of delay or part thereof until actual delivery or performance, but not as a penalty, a sum equivalent to the 0.125% percent (or any other percentage if prescribed) of the related monthly bill of the Services. Besides liquidated damages during such a delay, the denial clause as per GCC-clause 9.5.3 shall also apply.
- 2) Any failure or delay by any Sub-contractor, though their employment may have been sanctioned, shall not be admitted as a ground for any extension of time or for exempting the Service Provider from liability for any such loss or damage as aforesaid.

9.5.3 Denial Clause:

- 1) No increases in price on account of any statutory increase in or fresh Imposition of GST, or on account of any other taxes/ duty/ cess/ levy) leviable in respect of the



Services and incidental goods/ works stipulated in the said Contract which takes place after the original delivery date shall be admissible on such of the said Services, as are delivered after the said date; and

- 2) Notwithstanding any stipulation in the contract for an increase in price on any other ground, including the price variation clause, no such increase after the original delivery date shall be admissible on such Services delivered after the said date.
- 3) Nevertheless, BMRCL shall be entitled to the benefit of any decrease in price on account of reduction in or remission of GST or on account of any other tax or duty or any other ground as stipulated in the price variation clause, which takes place after the expiry of the original delivery date.

9.5.4 Limit on total Damages

However, deduction on account of damages for delays under this clause put together shall be subject to a maximum of 10% (or any other percentage if prescribed) of the entire value of Contract of Services. Penalties/ liabilities outside this clause shall be covered by GCC clause12.

9.6. Force Majeure

- 1) On the occurrence of any unforeseen event beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by BMRCL in writing, the Service Provider shall continue to perform its obligations under the contract as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.
- 2) Notwithstanding the remedial provisions contained in GCC-clause9.5 and 12, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force Majeure.

10. Prices and Payments

10.1. Prices

10.1.1 Contract Price

- 1) The Contract price is fixed and is outlined in the Contract.



- 2) Any change to the Contract price specified above can be made only if the Parties have agreed to the revised scope of Services under GCC clause 2.6 and have amended the Terms of Reference in Appendix A in writing.

10.1.2 Firm Prices

Unless otherwise stipulated in the contract, Prices shall be fixed and firm. If the Price Variation Clause is included, such up and down variations shall also be payable.

10.1.3 Not Applicable

10.2. Taxes and Duties

The Service Provider shall be entirely responsible for all taxes, duties, fees, levies etc., incurred relating to the delivery of the Services.

The Contractor shall pay such Taxes, duties, fees and other impositions as may be levied under the Applicable Laws, the amount of which is included in the Contract Price.

The quoted price shall be inclusive of all applicable and payable taxes excluding CGST and SGST. BMRCL shall pay the applicable CGST and SGST as invoiced by the Contractor to BMRCL.

Income tax and any other statutory taxes to be deducted at source, if any, will be deducted by the Employer in accordance with the instructions issued by the Authorities on this behalf from time to time.

10.3. Terms and Mode of Payment

- 1) the payment term is 100% on delivery and acceptance of Services by BMRCL and the Service Provider's production of all required documents.
- 2) The Service Provider shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in the Contract and as specified therein.
- 3) While claiming payment, the Service Provider is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the Service Provider's obligations for claiming that payment has been fulfilled as required.

10.4. Withholding and lien in respect of sums claimed:

- 1) Whenever any claim or claims for payment of a sum of money arises against the Service Provider, out of or under the contract, BMRCL shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalization or adjudication of any such claim from -
 - a) any security or retention money, if any, deposited by the Service Provider.
 - b) any sum(s) payable till now or hereafter to the Service Provider under the same Contract or any other contract with BMRCL if the security is insufficient or if no security has been taken from the Service Provider.
- 2) Where the Service Provider is a partnership firm or a limited company, BMRCL shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found



payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.

- 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract is determined under GCC clause 11 and/ or 12. The Service Provider shall have no claim for interest or damages whatsoever on any account regarding such withholding or retention under the supra lien and duly notified to the Service Provider.
- 4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the Service Provider (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by BMRCL or Government against any claim of BMRCL or Government in respect of payment of a sum of money arising out of or under any other contract made by the Service Provider with BMRCL or Government.

10.5. Payments to Service Provider

10.5.1 Currency of Payment

- a) Payment shall be made in Indian Rupees (INR).

10.5.2 Mode of Billing and Payment

Billings and payments in respect of the Services shall be made as follows:

- 1) **Invoices:** As soon as practicable and not later than fifteen (15) days after the end of each calendar month during the period of the Services, or after the end of each time interval otherwise indicated in the SCC, the Service Provider shall submit to BMRCL, in duplicate, invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable.
- 2) BMRCL shall pay the Service Provider's invoices within sixty (60) days after the receipt by BMRCL of such itemized invoices with supporting documents. Only a portion of an invoice not satisfactorily supported may be withheld from the payment. Should any discrepancy exist between actual payment and costs authorized to be incurred by the Service Provider, BMRCL may add or subtract the difference from subsequent payments.
- 3) All payments under this Contract shall be made to the Service Provider's accounts specified in the Contract.
- 4) The General Manager (Civil-1) shall cross-check with all relevant records before passing the Service Provider's bills. Upon verification of the records by Procuring Entity, payments can be released to the Service Provider.
- 5) Lumpsum: Payments shall be made only on completion of Services.

10.5.3 Payment

The Service Provider shall submit a bill on the General Manager (Civil-1)'s certificate of acceptance of final deliverables. The payment shall be made as per the following calculations after receiving a clear "No Claim Certificate" signed by the Service Provider:

- 1) necessary adjustment for any payments already made or retained



- 2) any deduction which may be made under the contract,
- 3) a complete account of all claims Service Provider may have on BMRCL, and the General Manager (Civil-1) gave a certificate in writing that such claims are correct,

10.5.4 No Claim Certificate and Release of Contract Securities

The Service Provider shall submit a 'No-claim certificate' to BMRCL in such form as shall be required by BMRCL after the Services are finally admeasured and before the final payment/ performance securities are released. BMRCL shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the Service Provider. The Service Provider shall not be entitled to make any claim whatsoever against BMRCL under or arising out of this Contract, nor shall BMRCL entertain or consider any such claim, if made by the Service Provider, after he shall have signed a "No Claim" Certificate in favour of BMRCL. The Contactor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration.

10.5.5 Post Payment Audit

Notwithstanding the issue of Completion Certificate and release of final Payment, BMRCL reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the Service Provider is discovered due to such examination, BMRCL shall claim such amount from the Service Provider.

11. Resolution of Disputes

11.1. Disputes and Excepted Matters

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the General Manager (Civil-1) and the Service Provider, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting invoking the following dispute resolution mechanism. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration



11.2. Excepted Matters

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of BMRCL, thereon shall be final and binding on the Service Provider. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration. However, where BMRCL has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract; excepted matters shall include but are not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award Procurement Process or conditions
- 3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the Service Provider.
- 4) Provisions incorporated in the contract which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
 - a) Provisions of restrictions in terms of the Make in India policy of the Government
 - b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard
 - c) Purchase preference policies regarding Startups etc.

11.3. Adjudication

After exhausting efforts to resolve the Dispute with the General Manager (Civil-1) executing the contract on behalf of BMRCL, the Service Provider shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the Service Provider to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the Service Provider may proceed to invoke the process of Conciliation as follows.

11.4. Conciliation of disputes

- 1) Any party may invoke Conciliation by submitting a "Notice of Conciliation" to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organisation



shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.

- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of the contract, within 60 days from the date of appointment of the Conciliator.
- 3) If the parties agree on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
 - a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
 - b) By a written declaration of any party to the conciliator to the effect that the conciliation proceedings are terminated on the date of such declaration; or
 - c) If the parties fail to reach an agreement on a settlement of the dispute within 60 days of the appointment of the Conciliator
- 6) On termination of Conciliation, the aggrieved party shall be free to invoke Arbitration if the dispute is still alive.

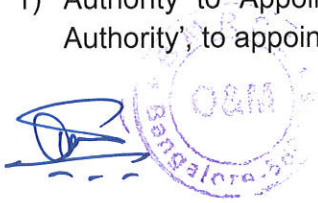
11.5. Arbitration Agreement

11.5.1 This Agreement

- 1) This Arbitration Agreement (hereinafter referred to as this "Agreement") relating to this Contract (hereinafter called the "Main Agreement" for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to the Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the MSMED Act 2006, these provisions shall prevail over this Agreement.

11.5.2 Notice for Arbitration

- 1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement, 'The Appointing Authority', to appoint the arbitrator shall be Head of the Procuring Organisation named



in the contractand includes, if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.

- 2) In the event of any dispute as per GCC-clause 11.1 above, if the Adjudicator fails to decide within 60 days (as referred in 11.3 above), or the Conciliation is terminated (as referred in sub-clause 11.4 above), then parties to the contract, after 60 days but within 120 days of 'Notice of Dispute' (clause 11.1 above) shall request the Appointing Authority through a "Notice for Arbitration" in writing requesting that the dispute or difference be referred to arbitration.
- 3) The "Notice for arbitration" shall specify the matters in question or subject of the dispute or difference, indicating the relevant contractual clause and the amount of claim item-wise.

11.5.3 Reference to Arbitration

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

11.5.4 Appointment of Arbitrator

- 1) Qualification of Arbitrators:
 - a) In the case of retired officers of The Procuring organization, heshall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 year prior and must not be over 70 years of age on the date of Notice for arbitration.
 - b) He/ they shall not have had an opportunity to deal with the matters to which the contractrelates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators hadin the course of his service, an opportunity to deal with the matters to which the contractrelates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.
 - c) An Arbitrator may be appointed notwithstanding the total number of arbitration cases in which he has been appointed.
 - d) Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration.

2) Replacement of Arbitrators

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/ unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been



appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

3) Appointment of Arbitrator:

- a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of the sole Arbitrator. For this purpose, The Appointing Authority shall send to the Service Provider, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- b) The Service Provider shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the Service Provider's nominees.
- c) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organisation. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the Service Provider within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- d) The Service Provider shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one of them as the Service Provider's nominee. It shall also simultaneously appoint the balance number of arbitrators from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed within 30 days from the receipt of the names of Service Provider's nominees.
- e) If the Service Provider does not suggest his nominees for the arbitral tribunal within the prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Service Provider.

11.5.5 Failure to appoint Arbitrators.

If the Appointing Authority fails to appoint an arbitrator within 60 (sixty) days, then subject to the survival of this Arbitration Agreement, in international commercial arbitration, the Supreme Court of India shall designate the arbitral institution for the appointment of arbitrators. In case of national arbitrations, the High Court shall designate arbitral institutions. The Arbitration Council of India must have graded these arbitration institutions. These arbitral institutions must complete the selection process within thirty days of accepting the request for the arbitrator's appointment.

11.5.6 The Arbitral Procedure



- 1) **Effective Date of Entering Reference:** The arbitral tribunal shall be deemed to have entered the reference on the date the arbitrator(s) received notice of their appointment. All subsequent time limits shall be counted from such date.
- 2) **Seat and Venue of Arbitration:** The seat of arbitration shall be the place from which the Letter of Award or the contract is issued. The venue of arbitration shall be the same as the seat of arbitration. However, in section 20 of The Arbitration Act, the arbitrator, at his discretion, may determine a venue other than the seat of the arbitration without affecting the legal jurisdictional issues linked to the seat of the arbitration.
- 3) If the Adjudication and/ or Conciliation mechanisms had not been exhausted before such reference to Arbitration, the Arbitrator should ask the aggrieved party to approach the designated authority for such mechanisms before the Arbitration proceedings are started.
- 4) The claimant shall submit to the Arbitrator(s) with copies to the respondent his claims stating the facts supporting the claims along with all the relevant documents and the relief or remedy sought against each claim within 30 days from the date of appointment of the Arbitral Tribunal unless otherwise extension has been granted by Arbitral Tribunal.
- 5) On receipt of such claims, the respondent shall submit its defence statement and counter-claim(s), if any, within 60 days of receipt of the copy of claims, unless otherwise extension has been granted by Arbitral Tribunal.
- 6) No new claim shall be added during proceedings by either party. However, a party may amend or supplement the original claim or defence thereof during arbitration proceedings subject to acceptance by the Tribunal due to the delay in making it.
- 7) Statement of claims, counterclaims and defence shall be completed within six months from the effective reference date.
- 8) **Oral arguments to be held on a day-to-day basis:** Oral arguments as far as possible shall be heard by the arbitral tribunal daily, and no adjournments shall be granted without sufficient cause. The arbitrator (s) may impose an exemplary cost on the party seeking adjournment without sufficient cause.
- 9) **Award within 12 (twelve) months:** The arbitral tribunal is statutorily bound to deliver an award within 12 (twelve) months from when the arbitral tribunal enters reference. The award can be delayed by a maximum of six months under exceptional circumstances where all parties consent to such an extension of time. The court's approval shall require further extension if the award is not made out within an extended period. When an application for an extension of time is awaiting before the court, the arbitrator's proceedings shall continue until the disposal of the application.
- 10) **Fast Track Procedure:** The parties to arbitration may choose to opt for a fast-track procedure either before or after the commencement of the arbitration. The award in fast-track arbitration is to be made within six months, and the arbitral tribunal shall be entitled to additional fees. The salient features of fast-track arbitration are:
 - a) The dispute is to be decided based on written pleadings only.
 - b) Arbitral Tribunal shall have the power to call for clarifications in addition to the written pleadings deemed necessary.
 - c) An oral hearing maybe held only if all the parties request or the arbitral tribunal considers it necessary.



d) The parties are free to decide the fees of the arbitrator(s) for a fast-track procedure.

- 11) **Powers of Arbitral Tribunal to grant Interim Relief:** The parties to arbitration may approach the arbitral tribunal to seek interim relief on the grounds available under section 9 of the act. The tribunal has the powers of a court while making interim awards in the proceedings before it.
- 12) **Confidentiality:** As provided in Section 42A of The Arbitration Act, all the details and particulars of the arbitration proceedings shall be kept confidential except in certain situations, like if the disclosure is necessary for the implementation or execution of the arbitral award.
- 13) **Obligation During Pendency of Arbitration:** Performance of the contract shall, unless otherwise directed by BMRCL, continue during the arbitration proceedings, and no payment due or payable by BMRCL shall be withheld on account of such proceedings, provided; however, it shall be open for Arbitral Tribunal to consider and decide whether or not the performance of the contractor payment therein should continue during arbitration proceedings.

11.5.7 The Arbitral Award

- 1) In the case of the Tribunal, comprising of three members, any ruling on an award shall be made by a majority of members of the Tribunal. In the absence of such a majority, the views of the Presiding Arbitrator shall prevail.
- 2) The arbitral award shall state item-wise the sum and reasons upon which it is based. The analysis and reasons shall be detailed enough to infer the award.
- 3) It is further a term of this arbitration agreement that where the arbitral award is for the payment of money, no interest shall be payable on whole or any part of the money for any period till the date on which the award is made in terms of Section 31 (7) (a) of The Arbitration Act.
- 4) The arbitrator's award shall be final and binding on the parties to this Contract.
- 5) A party may apply for corrections of any computational errors, typographical or clerical errors, or any other error of similar nature occurring in the award or interpretation of a specific point of the award to the Tribunal within 60 days of receipt of the award.
- 6) A party may apply to the Tribunal within 60 days of receiving the award to make an additional award as to claims presented in the arbitral proceedings but omitted from the arbitral award.

11.5.8 Savings

The Arbitral Tribunal shall decide any matter related to Arbitration not covered under this Arbitration Agreement as per the provisions of The Arbitration Act.

11.5.9 Cost of Arbitration and fees of the Arbitrator(s)

- 1) The concerned parties shall bear the arbitration cost as per section 31 (A) of The Arbitration Act. The cost shall inter-alia include fees of the Arbitrator. Further, the fees payable to the Arbitrator shall be governed by instructions issued on the subject by BMRCL and/ or the Government from time to time, in line with the Arbitration and Conciliation Act, irrespective of the fact whether the Arbitrator is appointed by BMRCL or the Government under this clause or by any court of law unless directed explicitly by



Hon'ble court otherwise on the matter. A sole arbitrator shall be entitled to a 25% extra fee over such a prescribed fee.

- 2) The arbitrator shall be entitled to a 50 percent extra fee if the award is made within 6 months as per provisions in section 29(A) (2) of The Arbitration Act.
- 3) Besides the above, the Arbitrator shall also be entitled to this extra fee in cases where the Fast Track Procedure in section 29 (B) of The Arbitration Act is followed.

12. Defaults, Breaches, Termination, and closure of Contract

12.1. Termination due to Breach, Default, and Insolvency

12.1.1 Defaults and Breach of Contract

In case the Service Provider undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects BMRCL's rights and benefits under the contract, it shall be treated as a breach of contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the Service Provider fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and evaluation criteria based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by BMRCL.
- 2) **Insolvency:** If the Service Provider being an individual or if a firm, any partner thereof, shall at any time be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the Service Provider is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

12.1.2 Notice for Default:

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the Service Provider, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the Service Provider would be suspended as per GCC clause 10.6 above to safeguard needed recoveries due to invoking contractual remedies.

12.1.3 Terminations for Default

- 1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, BMRCL, if so decided, shall by written Notice of Termination for Default sent to the Service Provider, terminate the contract in whole or in part, without compensation to the Service Provider.



- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or accrue to BMRCL after that.
- 3) Unless otherwise instructed by BMRCL, the Service Provider shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall continue to survive despite the termination.

12.1.4 Contractual Remedies for Breaches/ Defaults or Termination for Default

If there is an unsatisfactory resolution within this period, BMRCL shall take one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the Service Provider till recoveries due to invocation of other contractual remedies are complete.
- 2) Call back any loaned property or payment advances with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate).
- 3) Recover liquidated damages and invoke denial clause for delays.
- 4) Encash and/ or Forfeit performance or other contractual securities.
- 5) Prefer claims against insurances, if any.
- 6) Terminate Contract for default, fully or partially, including its right for Risk-and-Cost Procurement as per the following sub-clause.
- 7) **Risk and Cost Procurement:** In addition to termination for default, BMRCL shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the Service Provider. Such Risk and Cost Procurement must be contracted within nine months from the breach of contract. The Service Provider shall be liable for any loss which BMRCL may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made. The Service Provider shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be at the entire discretion of BMRCL. It shall not be necessary for BMRCL to notify the Service Provider of such procurement. It shall, however, be at the discretion of BMRCL to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.
- 8) Initiate proceedings in a court of law for the transgression of a law, tort, and loss not addressable by the above means.

12.1.5 Limitation of Liability

Except in cases of criminal negligence or willful misconduct, the aggregate liability of the Service Provider to BMRCL, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the Service Provider to indemnify BMRCL concerning IPR infringement.

12.2. Termination for Default/ Convenience of Procuring Entity and Frustration

12.2.1 Notice for Termination of Contract

- 1) BMRCL reserves the right to terminate the Contract, in whole or in part, for its (BMRCL's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the Service Provider at any time during



the currency of the contract. The notice shall specify that the termination is for BMRCL's convenience or the Contract's frustration. The Notice shall also indicate inter-alia, the extent to which the Service Provider's performance under the Contract is terminated, and the date from which such termination shall become effective.

- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/ or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by BMRCL, the Service Provider shall continue to perform the Contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall continue to survive despite the termination.
- 5) The Services and incidental goods/ works that can be delivered or performed within thirty (30) days after the Service Provider's receipt of the notice of termination shall be accepted by BMRCL as per the contract terms. For the remaining Services and incidental goods/ works, BMRCL may decide:
 - a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
 - b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the Service Provider by paying an agreed amount for the cost incurred by the Service Provider, if any, towards the remaining portion of the Services and incidental goods/ works.

12.2.2 Frustration of Contract

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the Contract, including a change in law, beyond the control of either party, whether as a result of the Force Majeure clause (GCC 9.6) or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract as necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, BMRCL shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration, as in the sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause
 - a) Lack of commercial feasibility or viability or profitability or availability of funds
 - b) if caused by either party's breach of obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

12.3. Closure of Contract

12.3.1 Unless terminated earlier under GCC clauses 12.1 and 12.2 above, this Contract shall expire:

- 1) at the end of such period after the Effective Date as specified in the SCC.
- 2) upon successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.
- 3) termination and settlements after that, if any, as per GCC clause 12.1 or 12.2 above.



12.3.2 Cessation of Rights and Obligations

Upon termination of this Contract under Clauses GCC 12.1 or 12.2 hereof, or expiration of this Contract under GCC clause 12.3.1, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, (ii) the obligation of confidentiality outlined in GCC clause 5, (iii) the Service Provider's obligation to permit inspection, copying and auditing of their accounts and records outlined in GCC clause 5 and to cooperate and assist in any inspection or investigation, and (iv) any right which a Party may have under the Applicable Law.

12.3.3 Cessation of Services

Upon termination of this Contract by notice under Clauses GCC 12.1 or GCC 12.2, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum. Concerning documents prepared by the Service Provider and equipment and materials furnished by BMRCL, the Service Provider shall proceed as provided, respectively, by Clauses GCC 9.4 and GCC 5.14.

12.3.4 Payments upon Termination

Upon termination of this Contract, BMRCL shall make the following payments to the Service Provider:

- (a) payment for Services satisfactorily performed before the effective date of termination; and
- (b) in the case of termination under GCC clause 12.2, reimbursement of any reasonable cost incidental to the prompt and orderly termination of this Contract, including the cost of the return travel of the Experts.

13. Code of Integrity in Public Procurement; Misdemeanors and Penalties

13.1. Code of Integrity

Procuring authorities as well as Service Providers, suppliers, contractors, and Service Providers - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) **"Corrupt practice"** - making an offer, solicitation or acceptance of a bribe, reward or gift or any material benefit in exchange for an unfair advantage in the Procurement Process or to otherwise influence the Procurement Process;
- 2) **"Fraudulent practice"** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information for participation in a Procurement Process or to secure a Contract, or in the execution of the contract;
- 3) **"Anti-competitive practice"** - any collusion, Proposal-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act,



2002, between two or more Service Providers, with or without the knowledge of BMRCL, that may impair the transparency, fairness, and the progress of the Procurement Process or to establish Proposal prices at artificial, non-competitive levels;

- 4) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Procurement Process or affect the execution of a contract;
- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Service Provider Contract to which this procurement is linked; if they are part of more than one Proposal in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to Tender or execution process of contract; or improper use of information obtained by the (prospective) Service Provider from BMRCL with an intent to gain unfair advantage in the Procurement Process or for personal gain;
- 6) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above-mentioned prohibited practices either by deliberately destroying, falsifying, altering; or concealing evidence material to the investigation; or by making false statements to investigators and/ or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation, or by impeding BMRCL’s rights of an audit or access to information;

13.2. Obligations for Proactive Disclosures:

- 1) Procuring authorities, Service Providers, suppliers, contractors, and Service Providers are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Procurement Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 2) Any Service Provider must declare, whether asked or not in a Proposal-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Procurement Processes. Failure to do so shall amount to a violation of this code of integrity.

13.3. Misdemeanours

The following shall be considered misdemeanours - if a Service Provider / Service Providers, either directly or indirectly, at any stage during the Procurement Process or during the execution of resultant contracts:

- 1) commits any of the following misdemeanours:
 - (a) violates the code of Integrity mentioned in GCC-clause 13.1 or the Integrity Pact if included in the Tender/ Contract;
 - (b) any other misdemeanour, e.g., supply of sub-standard quality of material/ services/ work or non-performance or abandonment of contract or failure to abide by ‘Bid Securing Declaration’.



2) commits any of the following misdemeanours:

(a) has been convicted of an offence:

- i) under the Prevention of Corruption Act, 1988; or
- ii) the Indian Penal Code or any other law for the time being in force for causing any loss of life or property or causing a threat to public health as part of the execution of a public procurement contract.

(b) is determined by the Government of India to have doubtful loyalty to the country or national security considerations.

(c) employs a government servant who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement.

13.4. Penalties for Misdemeanours

Without prejudice to and in addition to the rights of BMRCL to other remedies as per the Tender-documents or the contract, If BMRCL concludes that a (prospective) Service Provider / Service Providers directly or through an agent has committed a misdemeanour in competing for the Tender or in executing a contract, BMRCL shall be entitled, and it shall be lawful on his part to take appropriate measures, including the following:

13.4.1 if his Proposals are under consideration in any procurement

- 1) Forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and;
- 3) rejection and exclusion of Service Providers from the Procurement Process

13.4.2 if a Contract has already been awarded

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments, including advance payments, if any, made by BMRCL along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Proposal Rate);

13.4.3 Remedies in addition to the above:

In addition to the above penalties, BMRCL shall be entitled, and it shall be lawful on his part, to:

- 1) File information against Service Provider or any of its successors with the Competition Commission of India for further processing in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Service Provider or any of its successors under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove Service Provider or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered



vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.

- 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar, a Service Provider / Service Provider from participation in future procurements without prejudice to Procuring Entity's legal rights and remedies. Debarment shall automatically extend to all the allied firms of the debarred firm:
 - a) A Ministry/ Department (or any of its CPSUs, attached offices, autonomous bodies) may debar a Service Provider or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 -1) above. The Ministry/Department shall maintain such a list which shall also be displayed on their website.
 - b) Central Government (Department of Expenditure (DoE), Ministry of Finance) may debar a Service Provider or any of its successors from participating in any Procurement Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed in GCC sub-clause 13.3 - 2) above. DoE shall maintain such a list which shall be displayed on Central Public Procurement Portal (CPPP).



Section V: Special Conditions of Contract (SCC)

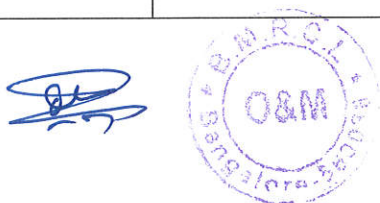
Document No. TENDER No./ xxxx; **Tender Title:** Providing Services for “Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section.”

(Ref ITS-clause 1.4)

{Note for Procuring Entity: Text in grey italics font within square bracket [e.g., Mention ...] are just suggestions/ directions and must be replaced by applicable text - remove brackets and convert the font to regular and black. Delete the rows not required. Clauses other than those mentioned below may also be mentioned if these need to be changed}

Note for Service Providers: Following Special Conditions of Contract (SCC) shall apply for this procurement. These Special Conditions shall modify/ substitute/ supplement the corresponding (GCC) clauses as indicated below. Whenever there is any conflict between the provision in the GCC and that in the SCC, the provision contained in the SCC shall prevail.

GCC Clause No.	Topic	To be read as
GCC 1, 2, 3 and 4: General, The Contract, Governing Laws and Jurisdiction, Communications		
1.1, 1.2, 1.3, 1.4	General	<i>No Modification Proposed</i>
2.1	Language of Contract	<i>No Modification Proposed</i>
3.1	Governing Laws and jurisdiction	<i>No Modification Proposed</i>
4.1, 4.3	Communications and notices	<i>No Modification Proposed</i>
4.2	Persons Signing Communications	<i>No Modification Proposed</i>
GCC 5 and 6: Service Provider's and Procuring Entity's Obligations		
5.7.	Confidentiality and Secrecy of information	<i>No Modification Proposed</i>
5.7.1	Property Rights	<i>No Modification Proposed</i>
5.8	Performance Bond/ Security	<i>Performance Security validity will includes Defect Liability period of 12 Months. which is counted from the actual date of completion of work.</i>
6.1, 6.2, 6.3	Facilities, Utilities to be provided by Procuring Entity	<i>No Modification Proposed</i>
GCC 7 and 8: Scope of Services and Performance Standards		
7.1	Scope of Services	<i>[As Mentioned in EQC and TOR]</i>



7.2	Eligible Services	<i>No Modification Proposed</i>
GCC 8: Deployment of Resources		
8.2.2	Key Personnel	<i>[Mention any deviations from the clause, particularly limits on their substitution]</i>
GCC 9: Delivery of Services and Delays		
9.1	Works plan	<i>To be submitted by Service Provider at the time of Letter of Acceptance (LOA)</i>
9.2	Commencement of Services	<i>the date of contract signature or the number of days from the notice to proceed]</i>
GCC 10: Prices and Payments		
10.1.3	Price Variation Clause	<i>Not used</i>
10.2	Taxes and Duties	<i>No Modification Proposed</i>
10.3	Terms and Mode of Payment	<i>No Modification Proposed</i>
10.5	Payment to Service Providers	<i>No Advance Payments will be provided by BMRCL</i>
GCC 11 Resolution of Disputes		
11.2	Excepted Matters	<i>No Modification Proposed</i>
11.5	Arbitration	<i>No Modification Proposed</i>
GCC 12 Defaults, Breaches, Termination and Closure of Contract		
12.3.1	Period of Contract	<i>4 Months from the date of signing of Contract Agreement</i>
12.1.4-7)	Risk and Cost Procurement	<i>No Modification Proposed</i>
<i>General</i>		
Payment for Variation	Variation	Total variation under the Contract shall be limited to $\pm 25\%$ of the Total Original Value of the Contract.



Section VI: Terms of Reference

Tender Document No.;

Tender Title: Providing Services for “Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section.”

(Ref ITS-clause 1.4)

Note for Service Providers: Regarding this Schedule, Service Provider must fill following forms:

- a) *Form T-3: Comments and Suggestions on Terms of Reference, Counterpart Staff, and Inputs to be Provided by BMRCL*
- b) *Form T-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference*
- c) *Form T-5: Work Schedule and Planning for Deliverables*

Terms of Reference

- 1) Background of Procuring Organisation and Services and impact on Procuring Organization's performance/ objectives;
- 2) Purpose and Service Outcomes Statement
- 3) Form of BOQ/ Contract – Lumpsum
- 4) Description of Services
 - a) Short Description and Broad Scope of Services: Data Acquisition, 3 Users access, structural defects, full defect library, 3d digital twins, defeat heat maps, build in civil engineer tools, asset condition assessment, inspection report generation, dashboard and analytics.
 - b) Incidental Goods, Works or other Services (including training) required, if any:
 - c) Upstream contract based on which this Tender is generated and/ or downstream work that would be required if any
- 5) List in Section VI-A: 'List of Key Experts and Required Qualifications' the Team Composition & Experience/ Qualification Requirements for the Key Experts (and any other requirements which shall be used for evaluating the Key Experts under Tender):
- 6) List in Section VII: 'Evaluation Criteria' the evaluation/ scoring scheme for Technical and Financial proposals.
- 7) Reporting Requirements and Time Schedule for Deliverables (including Know-how transfer/ training, reports/ reporting, Milestones)
 - a) Data Capture – 90 Days , Model Building and Generation of Preliminary Reports – 20 Days and Generation of Final Reports -10 Days
 - b) Number of hard copies – 2 nos and requirements for electronic submission;
- 8) BMRCL's Input and Counterpart Personnel
 - a) Past Reports, documents, data, services, facilities, and property to be made available to the Service Provider by BMRCL:
 _____ [list/specify]



- b) Professional and support counterpart personnel to be assigned by BMRCL to the Service Provider's team: _____ [list/specify]
- 9) Institutional and organizational arrangement for monitoring the Services
 - a) Counterpart General Manager (Civil-1) (or Contract management Team) of BMRL
 - b) Chain of Command for reporting and monitoring:
 - c) Performance Targets/ Key Indicators for measuring impact, if feasible
- 10) Statutory, Sustainability, and contractual obligations to be complied with by the Service Provider:



Section VI-A: List of Key Experts and Required Qualifications:

Total estimated inputs of the Key Experts and their breakup is given below:

S no	Key position	Minimum Qualification	Professional expertise	Sector/ Area of experience desirable	No. of Experts	Man-Months/Unit	Total Man-months
1	2	3	4	5	6	7	8 = (6X7)
K-1	Team Leader						
K-2	[Position Title]						
K-3	[Position Title]						
Total estimated inputs of the Key Experts							

Section VI-A: List of Key Experts and Required Qualifications

[107]



Section VII: Evaluation Criteria

Tender Document No.;

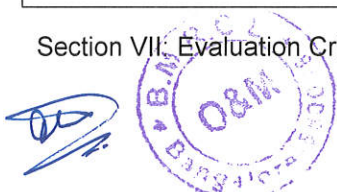
Tender Title: Providing Services for “Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section.”

(Ref ITS-clause 1.4)

Technical Proposal

Criteria, sub-criteria, and Pass / Fail system for scoring the points for Technical Proposal (St):

Criteria					Pass / Fail	Notes
(i) Specific experience of the Service Provider (as a firm) relevant to the Assignment:					P/F	
ii) Adequacy and quality of the proposed methodology and work plan in responding to the Terms of Reference (TORs): sub-criteria:					P/F	[Notes to Service Provider: BMRCL shall assess whether the proposed methodology is a clear response to the TORs, the work plan is realistic and implementable; the overall team composition is balanced and has an appropriate skills mix, and the work plan has the correct input of Experts]
I. Technical approach and methodology for carrying out the assignment					P/F	
II. Demonstration of the understanding of BMRCL's requirements, key issues & challenges and mitigation proposed					P/F	
(iii) Key Experts' qualifications and competence for the Assignment: sub-criteria:						[Notes to Service Provider: each position number corresponds to that in Form T-6 to be prepared by the Service Provider }
Sr	Key Position	Nos (A)	Points (B)	Total (AxB)		
K1	[Team Leader]					
K2	[position title]					
K3	[position title]					
	Total	[..]		P/F		
The number of points to be assigned to each of the above positions shall be determined considering the following three sub-criteria and relevant percentage weights (total 100%):						



i)	<i>Adequacy for the assignment (professional experience in the sector/ similar assignments)</i>	<i>P/F</i>
ii)	<i>Educational Qualification (General and relevant Education & Training)</i>	<i>P/F</i>
iii)	<i>Relevant Experience in "Transfer of knowledge" (experience of working in community approaches/rural sanitation sector, knowledge of administrative system, government organizations)</i>	<i>P/Fif relevant for the assignment</i>
(iv) Transfer of knowledge (training) program (relevance of approach and methodology):		[P/F] [normally, not to exceed 10 points]
(v) Participation by nationals among proposed Key Experts		P/F [not to exceed 10 points] [Sub-criteria shall not be provided. Calculated as a ratio of the national Key Experts' time-input (in person-months) to the total number of Key Experts' time-input (in person-months) in the Service Provider's Technical Proposal]



BIDDING FORMS

Bidding forms



FormT-1: Proposal Form (Covering Letter)

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal, along with supporting documents, if any)

(on Service Provider's Letter-head)

(Strike out alternative phrases not relevant to you)

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

To

The President of India, through

Head of Procurement

BMRCL

[Complete address of BMRCL]

Ref: Your Tender Document No.;

Tender Title: Providing Services for ""

Sir/ Madam

1. We, the undersigned, offer to provide the services in accordance with your above-referenced Request for Proposals (TENDER) and our Proposal. We are hereby submitting our Proposal, which includes this Technical Proposal and a separately uploaded Financial Proposal. Commercial information about our organization is enclosed in Form T-1A.

☐ We are submitting our Proposal without any Sub-contractors.

Or

☐ We are submitting our Proposal with the following firms as Sub-contractors: {Insert a list with each Sub-contractor's full name and address.

2. Our Eligibility and Qualifications to participate

- a) We confirm that we continue to comply with all the eligibility (including the absence of conflict of interest and debarment) and qualification criteria stipulated in the preceding shortlisting process (EQC Document mentioned in TIS. We shall be duty bound to proactively inform you of any change in our compliance with these criteria as soon as it occurs.



- b) We confirm that we don't have any Conflict of Interest as stipulated in this Tender. We shall be dutybound to proactively inform you of any change in our compliance with Conflict-of-Interest stipulations as soon as it occurs.

3. Our Proposal to deliver Services:

We offer to deliver the subject Services of requisite Performance Standards and within Delivery Schedules in conformity with the Tender Document. The relevant details are submitted in 'Form T-4: Description of Approach, Methodology and Work Plan in responding to Terms of Reference'; Form T-5: Work Schedule and Planning of Deliverables and Form T-6: Team Composition, Assignment and Key Experts' Inputs'.

4. Prices:

We hereby offer to perform the Services at our lowest prices and rates mentioned in the separately uploaded Financial Proposal. It is hereby confirmed that the prices quoted therein by us are:

- (a) based on terms of delivery and delivery schedule confirmed by us; and
- (b) Cost break-up of the quoted cost, showing inter-alia costs (including taxes and duties thereon) of all the included incidental Goods/ Works considered necessary to make the proposal self-contained and complete, has been indicated therein, and
- (c) based on the terms and mode of payment as stipulated in the Tender Document. We have understood that if we quote any deviation from terms and mode of payment, our Proposal is liable to be rejected as nonresponsive, and

5. No change in the Key Experts

Except as stated in the Tender Document, we undertake to negotiate a Contract based on the proposed Key Experts. We accept that the substitution of Key Experts for reasons other than those stated in ITS clause 13.3 and GCC clause 8.2.2 may lead to the termination of contract negotiations.

6. Affirmation of terms and conditions of the Tender Document:

We have understood the complete terms and conditions of the Tender Document. We accept and comply with these terms and conditions without reservations, although we are not signing and submitting some of the sections of the Tender Document. Deviations, if any, are submitted by us in Form T-7: 'Terms and Conditions - Compliance'. We also explicitly confirm acceptance of the Arbitration Agreement as given in the Tender Document.

7. Bid Security

We have submitted the Bid Security in stipulated format vide Form T-9: 'Documents Relating to Bid Security'.

8. Abiding by the Proposal Validity

We agree to keep our Proposal valid for acceptance for a period upto -----, as required in the Tender Document, or for a subsequently extended period, if any, agreed to by us, and



are aware of penalties in this regard stipulated in the Tender Document in case we fail to do so.

9. Non-tampering of Downloaded Tender Document and Uploaded Scanned Copies

We confirm that we have not changed/ edited the contents of the downloaded Tender Document. We realize that any such change noticed at any stage, including after the contract award, shall be liable to punitive action in this regard stipulated in the Tender Document. We also confirm that scanned copies of documents/ affidavits/ undertakings uploaded along with our Technical Proposal are valid, true, and correct to the best of our knowledge and belief. We shall be responsible if any dispute arises regarding the validity and truthfulness of such documents/ affidavits/ undertakings. Upon accepting our Financial Proposal, we undertake to submit for scrutiny, on-demand by BMRCL, originals, and self-certified copies of all such certificates, documents, affidavits/ undertakings.

10. A Binding Contract:

We further confirm that, if our proposal is accepted, all such terms and conditions shall continue to be acceptable and applicable to the resultant contract, even though some of these documents may not be included in the contract Documents submitted by us. We do hereby undertake that, until a formal contract is signed or issued, this Proposal, together with your written Letter of Award, shall constitute a binding contract between us.

11. Performance Guarantee and Signing the Contract

We further confirm that, if our proposal is accepted, we shall provide you with performance security of the required amount stipulated in the Tender Document for the due performance of the contract. We are fully aware that in the event of our failure to deposit the required security amount and/ or failure to execute the agreement, BMRCL has the right to avail of any or all punitive actions stipulated in the Tender Document.

12. Penalties for misinterpretation or misrepresentation:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and undertake to advise any future changes to the above details. We understand that any misinterpretation or misrepresentation would violate the Code of Integrity and attract penalties as mentioned in this Tender Document.

Service Provider's Authorized Signatory:

a) Full Name: _____

b) Designation: _____

c) Signing as:

☐ A sole proprietorship firm. The person signing the Proposal is the sole proprietor/ constituted attorney of the sole proprietor,

☐ A partnership firm. The person signing the Proposal is duly authorized being a partner to do so, under the partnership agreement or the general power of attorney,



☐ A company. The person signing the Proposal is the constituted attorney by a resolution passed by the Board of Directors or in pursuance of the Authority conferred by the Memorandum of Association.

☐ A Society. The person signing the Proposal is the constituted attorney.

We confirm that we are duly authorized to submit this Proposal and make commitments on behalf of the Service Provider. We acknowledge that our digital/digitized signature is valid and legally binding. Supporting documents are submitted herewith.

Documents to be submitted: Registration Certificate/ Memorandum of Association/ Partnership Agreement/ Power of Attorney/ Board Resolution

2) Rights of BMRCL to Reject Proposal(s):

We further understand that you are not bound to accept the lowest or any Proposal you may receive against your above-referred Tender Document.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name & address of Service Provider and seal of company]



Form T-1A: Service Provider's Commercial Information

Note: Service Provider shall fill in the following information and enclose certified copies of the documentary proof/ evidence to substantiate the corresponding statement wherever necessary and applicable.

(Please tick appropriate boxes or strike out sentences/ phrases not applicable to you)

1) Service Provider / Service Provider particulars:

- a) Name of the Company:.....
- b) Corporate Identity No. (CIN):
- c) Registration, if any, with BMRCCL: Not Applicable
- d) Place of Registration/ Principal place of business"
- e) Complete Postal Address:
- f) Pin code/ ZIP code:
- g) Telephone nos. (with country/ area codes):
- h) Mobile Nos.: (with country/ area codes):
- i) Contact persons/ Designation:
- j) Email IDs:

Submit a self-certified copy of the registration certificate – in case of a partnership firm – Deed of Partnership; in case of a Company – Notarized and certified copy of its Registration; and in case of Society – its Byelaws and registration certificate of the firm.

2) Taxation:

- a) PAN number:
- b) Type of GST Registration as per the Act (Normal Taxpayer, Composition, Casual Taxable Person, SEZ, etc.):
- c) GSTIN number: in Service Provider and Service Site States
- d) Registered/ Certified Offices from where the Services would be supported and Place of Service Site for GST Purpose:
- e) Contact Names, Nos. & email IDs for GST matters (Please mention primary and secondary contacts):
- f) Comments on Tax liability and the breakup of CGST, SGST, IGST and Cess in this assignment:

Documents to be submitted: Self-attested Copies of PAN card and GSTIN Registration.

3) Trade Registrations and Licences

We have the following registrations/ licences required for the performance of this Service (tick as applicable). Authenticated copies of these are enclosed herewith:

- ☐ EPF
- ☐ ESI
- ☐ Labour Licence
- ☐ Any other required



4) Service Provider's Authorized Representative Information

- e) Name:
- f) Address:
- g) Telephone/ Mobile numbers:
- h) Email Address:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[Name& address of Service Provider and seal of company]

DA: As above



Form T-2: Service Provider's Organisation and Experience

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal)

(On Company Letter-head)

(Along with supporting documents, if any)

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Tender Document No.....;

Tender Title: Providing Services for

Form-2: Please fill out this form to show a brief description of the Service Provider's organization and an outline of the recent Service Provider experience that is most relevant to the assignment. In the case of a joint venture, information on similar assignments shall be provided for each partner. For each assignment, the outline should indicate the names of the Service Provider's Key Experts and Sub-contractors who participated, the duration of the assignment, the contract amount (total and, if it was done in the form of a joint venture or a sub-contractor, the amount paid to the Service Provider), and the Service Provider's role/involvement.

A - Service Provider's Organization

1. Provide a brief description of the background and organization of your company for this assignment.
2. Include an organizational chart, a list of Board of Directors, and beneficial ownership. [If required as per Tender, the successful Service Provider shall provide additional information on beneficial ownership.]

B - Service Provider's Experience

1. List only previous similar assignments successfully completed in the last [.....] years.
2. List only those assignments for which the Service Provider was legally contracted by the client as a company or was one of the joint venture members. Assignments completed by the Service Provider's individual experts working privately or through other servicing firms cannot be claimed as the relevant experience of the Service Provider or that of the Service Provider's partners or Sub-contractors but can be claimed by the Experts themselves in their CVs. The Service Provider should be prepared to substantiate the claimed experience by presenting copies of relevant documents and references, if so, as requested by BMRCL.
3. You can devise your own format, but the suggested information is as follows

Assignment name; Client Name; Sector(s) Involved; Level: National/ State/ Local Government Institutions; Place (Village/ City/ State/ Country); Start date (month/year);



Completion date (month/year); Designations/ roles of professional staff provided by you; Approx. value of the contract (in Rs Crore); Approx. Value of the services provided by your firm under the Contract (in Rs crore); Total no. of staff-months of the assignment; No. Staff-months of professionals provided by you; Narrative description of the project:

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

[name & address of Service Provider and seal of company]

DA: As above



FormT-3: Comments and Suggestions on the Terms of Reference, Counterpart Staff, and Facilities to be provided by BMRCL

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Company Letter-head)

TENDER Document No.....;

Tender Title: Providing Services

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Form T-3: Comments and Suggestions on the areas that have not been provided or any changes to the existing provisions of the Terms of Reference, Counterpart Staff, and Facilities to be provided by BMRCL that could improve the quality/effectiveness of the assignment.

Specifically mention where your proposal deviates from Section VI: Terms of Reference.

A - ON THE TERMS OF REFERENCE

Note: Suggest and justify any modifications or improvements to the Scope of Work you are proposing to improve performance in carrying out the assignment (such as deleting some activity you consider unnecessary, adding another, or proposing a different phasing of the activities). Such suggestions should be concise, to the point, and incorporated into your proposal. Service Providers must maintain the same numbering and structure as in Section VI: 'Terms of Reference' and Section VI-A: List of Key Experts and Required Qualifications.

B - ON COUNTERPART STAFF AND FACILITIES & OTHER AREAS

{Comments on counterpart staff and facilities to be provided by BMRCL. For example, administrative support, office space, etc., if any}



FormT-4: Description of Approach, Methodology and Work Plan in Responding to the Terms of Reference

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

Tender Document No.....;

Tender Title: Providing Services for

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

Form T-4: a description of the approach, methodology and work plan for performing the assignment, including a detailed description of the proposed methodology and staffing for training if the Terms of Reference specify training as a specific component of the assignment.

{Suggested structure of your Response:

- a) Technical Approach and Methodology
- b) Work Plan
- c) Organization and Staffing}

A) Technical Approach and Methodology

{Please explain your understanding of the objectives of the assignment as outlined in the 'Terms of Reference' (TORs), the technical approach, and the methodology you would adopt for implementing the tasks to deliver the expected output(s), and the degree of detail of such output. Please do not repeat/copy the TORs in here.}

B) Work Plan.

{Please outline the plan for implementing the main activities/tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by BMRCL), and tentative delivery dates of the reports. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the TOR and ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with Form T-5: 'Work Schedule and Planning of Deliverables'.}

C) Organization and Staffing.

{Please describe the structure and composition of your team, including the list of the Key Experts, Non-Key Experts, and relevant technical and administrative support staff.}



- i) Understanding of the objectives of the assignment as outlined in Section VI: 'Terms of Reference' (ToR) and Section VI-A: List of Key Experts and Required Qualifications,
- ii) the technical approach and the methodology}
- b) Work Plan – in Form T-5
- c) Organisation and Staffing – in Form T-6}

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

[name & address of Service Provider and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents



Form T-5: Work Schedule and Planning for Deliverables²

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

TENDER Document No.;

Tender Title: Providing Services

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____

Date.....

{Please outline the Plan for implementing the main activities/ tasks of the assignment, their content and duration, phasing and interrelations, milestones (including interim approvals by BMRCL), and tentative delivery dates of the deliverables. The proposed work plan should be consistent with the technical approach and methodology, showing your understanding of the ToR, any challenges likely to be encountered during the programmatic implementation, mitigations proposed and the ability to translate them into a feasible working plan. A list of the final documents (including reports) to be delivered as final output(s) should be included here. The work plan should be consistent with the Work Schedule Form,}

²NOTE: The final deliverables and work plan shall be worked out in consultation with the selected Service provider based on programmatic requirements.



N°	Deliverables ³ (D-...)	• Months/ Quarters ⁴												
		1	2	3	4	5	6	7	8	9	10	11	12	TOTAL
D-1	{e.g., Deliverable #1: Interim Report}													
	1) Data collection													
	2) Drafting and submission of draft report													
	3) Meeting to discuss the draft													
	3) Incorporating comments from Procuring Entity													
	4) Delivery of final report to Procuring Entity}													
D-2	{e.g., Deliverable #2: Interim Report}													
D-3	Specific Reports													
D-Final	Final Report													

³ List the deliverables with the breakdown for activities required to produce them and other milestones such as BMRCL's approvals. For phased assignments, indicate the activities, delivery of reports, and benchmarks separately for each phase.

⁴ Duration of activities shall be indicated in a form of a bar chart. Include a legend, if necessary, to help read the chart.



Form T-6: Team Composition, Assignment, and Key Experts' Inputs

(Ref IT S-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

TENDER Document No.;

Tender Title: Providing Services

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____

Date.....

Note to Service Providers: If so desired, Tender, indicate key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. The Service Provider shall quote the cost of these personnel in the Financial Proposal.



N°	Name	Expert's input (in person-months ⁵) per each Deliverable (listed in Form T-5)										Total time-input (in Months)		
		Position	Location ⁶	D-1	D-2	D-3		D-...	Home	Field	Total			
KEY EXPERTS⁷														
K-1	[Team Leader]	[Home]	[2 month]	[1.0]	[1.0]									
		[Field]	[0.5 m]	[2.5]	[0]									
K-2														
K-3														

⁵Months are counted from the start of the assignment/mobilization. One (1) month equals twenty-two (22) working (billable) days. One working (billable) day shall be not less than eight (8) working (billable) hours.

⁶“Home” means work carried out in the zone of expert’s declared place of residence. “Field” means work carried out at a place outside the zone of expert’s declared place of residence.

⁷For Key Experts, the input should be indicated individually for the same positions as required under the Section VI-A.



Annex to FormT-6: Key Expert Curriculum Vitae CV

(For all Key Experts separately)

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal)

(Along with supporting documents, if any)

(on Company Letter-head)

Tender Document No.;

Tender Title: Providing Services

Service Provider's Name _____

[Address and Contact Details]

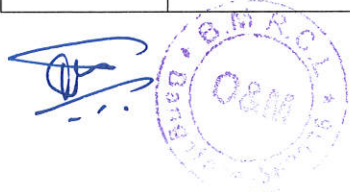
Service Provider's Reference No. _____ Date.....

Position Title and No.	{e.g., K-1, TEAM LEADER}
Name of Expert:	{Insert full name}
Date of Birth:	{day/month/year}
Country of Citizenship/Residence	

Education: {List college/university or other specialized education, giving names of educational institutions, dates attended, degree(s)/diploma(s) obtained}

Employment record relevant to the assignment: {Starting with present position, list in reverse order. Please provide dates, name of employing organization, titles of positions held, types of activities performed and location of the assignment, and contact information of previous Procuring Entities and employing organization(s) who can be contacted for references. Past employment irrelevant to the assignment does not need to be included.}

Period	Employing organization and your title/position. Contact information for references	Country	Summary of activities performed relevant to the Assignment
[e.g., May 2021-present]	[e.g., Ministry of, advisor/Service Provider to... For references: Tel...../e-mail.....; Mr, deputy minister]		



Membership in Professional Associations and Publications:

Language Skills (indicate only languages in which you can work): _____

Adequacy for the Assignment:

Detailed Tasks Assigned on Service Provider's Team of Experts:	Reference to Prior Work/Assignments that Best Illustrates Capability to Handle the Assigned Tasks
<i>{List all deliverables/tasks as in FORM T-5 in which the Expert shall be involved}</i>	

Expert's contact information: (e-mail, phone.....)

Certification:

I, the undersigned, certify that to the best of my knowledge and belief, this CV correctly describes myself, my qualifications, and my experience, and I am available, as and when necessary, to undertake the assignment in case of Contract award. I understand that any misstatement or misrepresentation described herein may lead to my disqualification, dismissal, and/or sanctions by BMRCL.

{day/month/year}

Name of Expert

Signature

Date

.....

(Signature with date)

.....

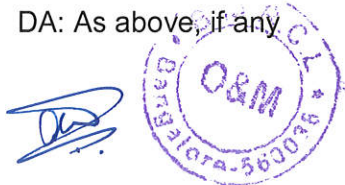
(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

[name & address of Service Provider and seal of company]

DA: As above, if any



FormT-7: Terms and Conditions- Compliance

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____ Date.....

TenderDocument No.....;

Tender Title: Providing Services for "Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section."

Note to Service Providers: Fill up this Form regarding Terms and Conditions in the TenderDocument, maintaining the same numbering and structure. Add additional details not covered elsewhere in your Proposal in this regard.

Sl. No.	Ref of Tender Document Section, Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all terms and conditions of the Tender Document, except those mentioned above. If mentioned elsewhere in our Proposal, contrary terms and conditions shall not be recognized and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign Proposal for and on behalf of

.....

.....

[Name & address of Service Provider and seal of company]

DA: If any, at the option of the Service Provider.



FormT-8: Checklist for Service Providers

(Ref ITS-clause 9.2)

(To be submitted as part of Technical Proposal)

(on Company Letter-head)

Service Provider's Name _____

[Address and Contact Details]

Service Provider's Reference No. _____

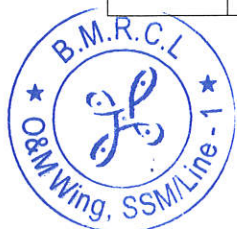
Date.....

Tender Document No.....;

Tender Title: Providing Services

Note to Service Providers: This check-list is merely to help the Service Providers to prepare their Proposals, it does not over-ride or modify the requirement of the Tender. Service Providers must do their own due diligence also.

Sr	Documents submitted, duly filled, signed	Yes/ No/ NA
7.	Form T-1.- Proposal Form (to serve as covering letter and declarations applicable for both the Techno-commercial and Financial Proposal)	
8.	Form T-1A: Service Provider's Commercial Information, Power of attorney, Registration Certificates, etc.	
9.	Form T-2: Service Provider's Organisation and Experience	
10.	Form T-3: Comments and Suggestions on Terms of Reference...	
11.	Form T-4: Description of Approach, Methodology and Work Plan...	
12.	Form T-5: Work Schedule and Planning of Deliverables	
13.	Form T-6: Team Composition, Assignment and Key Experts' Inputs. Annex containing all CVs	
14.	Form T-7: Terms of Reference- Compliance	
15.	Form T-8: This Checklist –ticked appropriately	
16.	Form T-9: Documents relating to Bid Security	
17.	Form T-9: Qualification Criteria - Compliance	
18.	Memorandum of Understanding with Technology Partner (MOU) as per Format -5	
19.	Financial Proposal separately uploaded comprising Form F-1: Summary of Cost;	
20.	Format-6 – Form of Certificate for Eligible Source Countries	
21.	Any other requirements, if stipulated in TIS/ AITS; or if considered relevant by the Service Provider	



FormT-9: Documents Relating To Bid Security

(Ref ITS-clause 9.2)

*Note: Submit Form T-9 as part of Technical Proposal, a Bid Security in the following format.***FORM OF BANK GUARANTEE FOR TENDER GUARANTEE**

KNOW ALL MEN by these presents that we _____ (Name of Bank) of India, having our registered office at _____ (hereinafter called "the Bank") are bound unto BANGALORE METRO RAIL CORPORATION LTD (hereinafter called "the Employer") in sum of INR _____ (Amount in figures and words) for which payment well and truly to be made to the said Employer, the Bank binds itself, its successors and assigns by these presents.

WHEREAS _____ (Name of Tenderer or name of all the members of consortium or joint venture) (hereinafter called "the Tenderer") has/ have submitted his/ their tender dated _____ for **Contract No.** (hereinafter called "the Tender")

WHEREAS the Tenderer is required to furnish a Bank Guarantee for the sum of INR _____ (Amount in figures and words) as Tender Guarantee against the Tenderer's offer as aforesaid.

AND WHEREAS _____ (Name of Bank) have, at the request of the Tenderer, agreed to give this guarantee as hereinafter contained.

We further agree as follows:

- (i) That the Employer may without affecting this guarantee grant time or other indulgence to or negotiate further with the Tenderer in regard to the conditions contained in the said tender and thereby modify these conditions or add thereto any further conditions as may be mutually agreed upon between the Employer and the Tenderer.
- (ii) That the guarantee hereinbefore contained shall not be affected by any change in constitution of our Bank or in the constitution of the Tenderer.
- (iii) That this guarantee commences from the date hereof and shall remain in force till:

a. The Tenderer, in case his tender is accepted by the Employer, executes a formal agreement after furnishing the Performance Security issued by an Indian Schedule bank (excluding Cooperative Banks) or from a schedule Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule.



b. One hundred and fifty days after the latest date of submission of the tender i.e. ----- (enter date). The Bank Guarantee shall be suitably extended in case the tender validity is extended beyond 120 days.

- (iv) *That the expression "the Tenderer" and the "the Bank" herein used shall, unless such an interpretation is repugnant to the subject or context, include their respective successors and assigns.*

1.1.1 THE CONDITIONS of this obligation are:

- (i) if the Tenderer withdraws his Tender during the period of Tender validity specified in the Form of Tender, or
- (ii) If the Tenderer refuses to accept the corrections or errors in his Tender, or if the Tenderer fails to unconditionally withdraw any deviations, conditions, qualifications, etc.(if any), or

1.1.2 (iii) if the Tenderer having been notified of the acceptance of his Tender by the Employer during the period of tender validity:

- a. *fails or refuses to furnish the Performance Security and/or*
- b. *fails or refuses to enter into a Contract within the time limit specified in the "Instructions to Tenderers".*

This Bank Guarantee is payable or extendable at our designated Branch as mentioned below:

Name of the Bank, Branch and contact details in Bangalore

Address:

Telephone no: & Fax No:

E-mail Address:

Branch manager name& mobile No:

Bank Zonal Office Address, Telephone No, Fax Number,

E-mail Address:

We undertake to pay to the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of any one or more of the conditions (i), (ii), (iii) a and (iii) b mentioned above, specifying the occurred condition or conditions.



Signature of

Authorised Official

of the Bank: _____

SIGNATURE OF WITNESS

Name of Official: _____

Designation

NAME OF WITNESS

STAMP/SEAL OF BANK

Address of witness

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the **"TENDER GUARANTEE AMOUNT"**.
2. **"TENDER GUARANTEE AMOUNT"** shall be in the form of airrevocable Bank Guarantee issued from an Indian Scheduled bank (excluding Cooperative Banks) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with Second Schedule drawn on and payable at a designated branch in Bangalore.

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text "B.M. H.C." at the top, "Bangalore" in the center, and "08/11" at the bottom.

Form T-10:

Not Used

Financial Package

Pls Refer to Volume-2

FORMATS

Format 1: Contract Form

RFP No. BMRCL/...../...../WORK_INDENT.....

Providing services for digital inspection and health assessment of viaduct structure in reach-1 of line-1 section

This **Contract Agreement** (hereinafter referred to as the “**Contract**”) is made at Bangalore on the day of, 20.... by and between:

BANGALORE METRO RAIL CORPORATION LIMITED, a Public Limited Company incorporated under Companies Act 1956 and a 50 : 50 Joint Venture of Government of India and Government of Karnataka for the purposed of execution of a Mass Rapid Transit System in the city of Bengaluru, represented herein by its General Manager Civil/ (O & M), authorized to sign and bind the Company, with its registered and corporate office located at III Floor, BMTCL Complex, K.H. Road, Shanthinagar, Bengaluru 560 027, Karnataka State, India hereinafter referred to as the “**BMRCL**” or the “**EMPLOYER**”, as the case may be, which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, of the one part,

and

M/s.(Name of the Contractor)....., a(legal status).....Company incorporated under Companies Act 1956, having its office at(Contractor's office address) represented herein by Mr..... [Name and designation of the representative), authorized to sign and bind the Company under the Power of Attorney dated and the Board Resolution dated.....,who shall be responsible to the Employer under the **RFP No. BMRCL/...../...../.....**for “**Providing services for digital inspection and health assessment of viaduct structure in reach-1 of line-1 section.**”, hereinafter referred to as the “**CONTRACTOR**” which expression shall unless excluded by or repugnant to the context or meaning thereof be deemed to include its successors and assigns, on the other part,

Hereinafter, BMRCL/Employer and Contractor are collectively referred to as “**Parties**” and individually as “**party**”.

WHEREAS, the Employer invited Service Providers for Contract No.....vide notification no.....dated.....and the Contractor has in response submitted a Tender for “**Providing services for digital inspection and health assessment of viaduct structure in reach-1 of line-1 section.**”, (hereinafter referred to in this Agreement as “**the Works**”) and agrees to undertake performance of the Works under the terms and conditions set forth in this Contract.

AND WHEREAS, the Contractor emerged as the successful Service Provider and the Employer awarded the Contract to the Contractor and the Contractor agrees for “**Providing services for digital inspection and health assessment of viaduct structure in reach-1 of line-1 section.**”, under the Terms and conditions specified in this Contract Agreement and the other Contract Documents, forming part thereof.

NOW THEREFORE THE PARTIES HEREBY AGREE AS FOLLOWS:

Clause 1: Words and Expression

In this Contract, all the words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.



Clause 2: The Contract Documents

2.1 The following shall be deemed to form and be read and construed as a part of the Agreement

- (a) Letter of Acceptance No. dated
- (b) The Tender (Bill of Quantities)
- (c) Instruction to Service Provider (ITS)
- (d) General Conditions of Contract
- (e) Special Conditions of Contract
- (f) Appendices
- (g) Bid Forms/ Tender Forms
- (h) Technical Specifications including scope of work
- (i) Employer's clarification to Pre-bid Queries and Addendum No.....dated.....
- (j) Contractor's 'Qualification cum Technical' and Financial proposals submitted vide letter no.....dated.....
- (k) All correspondence between the Service Provider and BMRCL from the date of issue of NIT and the date of issue of this LOA.
- (l) Performance Security in the form of Bank Guarantee issued by.....(name & address of the issuing bank)....., vide BG No.....dated.....amounting to valid upto..... And its authenticity confirmed by the bank vide letter no... dated.....
- (m) Any other document forming part of this Contract.

2.2 All of the foregoing documents, together with this Contract Agreement, are referred to herein as the Contract. Also incorporated into the Contract and made part hereof, are all codes, standard specifications, and similar requirements that are referred to therein. In the event of a conflict, inconsistency, ambiguity or discrepancy between the contents of the Contract, the order of precedence shall be according to the General Conditions of Contract.

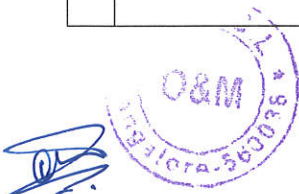
Clause 3: Integration

The Employer and the Contractor agree that this Contract Agreement, together with other Contract Documents, expresses all of the agreements, understandings, promises and covenants of the parties, and that integrates, combines and supersedes all prior and contemporaneous negotiations, understandings and agreements, whether written or oral and that no modification or alteration of the Contract Documents shall be valid or binding on either party, unless expressed in writing and executed with the same formality as this Contract Agreement, except as may otherwise be specifically provided in the Contract Documents.

Clause 4: Contract Price and Completion Time:

The Contract prices shall be inclusive of Cess (including labour cess charges) and duties under applicable law but exclusive of CGST and SGST. BMRCL shall pay the output CGST and SGST as invoiced by the contractor to BMRCL. Hence as per clause 39 of General Conditions of Contract and respective Special Conditions of Contract) and completion time for executing the works under the Contract is as below:

1.	Total Contract Price	Rs..... (Indian Rupees..... only).
2.	Date of Commencement of Works	Date of issue of Letter of Acceptance (LOA) .
3.	Completion period	4 Months



Clause 5: Obligations of the Contractor:

The mutual rights and Obligations of the Employer and the Contractor shall be as set forth in the Contract and in particular:-

- a) The Contractor agrees, subject to the terms and conditions of the Contract, to perform efficiently and faithfully all of the Works of **“Providing services for digital inspection and health assessment of viaduct structure in reach-1 of line-1 section.”** under the Contract Data Acquisition, 3 users access, Structural defects, full defect library, 3d digital twins, defeat heat maps, build in civil engineer etc requisite for or incidental to the successful completion of the Works and in carrying out all duties and obligations imposed by the Contract
- b) The Contractor shall ensure full compliance with Tax laws of India with regard to this Contract and shall be solely responsible for the same. He shall submit copies of acknowledgements evidencing filing of returns and shall keep the Employer fully indemnified against liability of tax, interest, penalty etc, of the Contractor in respect thereof, which may arise.

Clause 6: Obligation of the Employer

The 'EMPLOYER' agrees, subject to the terms and conditions of the Contract, to pay Contractor the amount specified and at the rates and terms and in the manner set forth in the Contract.

Clause 7: Governing Law

This Contract is construed/interpreted and enforceable under the applicable laws of the Republic of India.

Clause 8: Language

This Contract Agreement and the other Contract Documents are made in the English language.

Clause 9: Notices

All Notices called by the Terms of the Contract shall be in writing in English Language and shall be delivered by hand or by registered mail with acknowledgement due. All notices shall be deemed to be duly made by the party to whom it is addressed at the following address or such other addresses as such party may subsequently notify the other.

To Employer:

Bangalore Metro Rail Corporation Ltd.

To Contractor:

.....
.....
.....

Clause 10: Jurisdiction of Court

The Courts at Bengaluru shall have exclusive jurisdiction in respect of all the disputes arising out of this Contract Agreement between the Parties.

A handwritten signature in blue ink is written over a circular purple stamp. The stamp contains the text 'O&M' in the center, with 'B.M.R.C.L.' around the top and 'Bangalore Metro Rail Corporation Ltd.' around the bottom.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names by the hands of their authorized representatives on the day and date first above written.

For Bangalore Metro Rail Corporation Limited

The Contractor

Employer

(.....)

The General Manager Civil/O&M

()

Proprietor

M/s

WITNESS

WITNESS

(1.)

(1.)

(2.)

(2.)

Note:

This Contract Agreement is tentative and may be modified as considered necessary at the time of finalization /signing of the Contract.



Appendix A: Terms of Reference

Tender Document No.....;

Tender Title: Providing Servicesfor Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section.

Contract No _____; Date _____

Service Provider's Name _____

[This Appendix shall include the final Terms of Reference (TORs) worked out by BMRCL and the Service Provider during the negotiations; dates for completion of various tasks; location of performance for different tasks; detailed reporting requirements; Procuring Entity's input, including counterpart personnel assigned by BMRCL to work on the Service Provider's team; specific tasks that require prior approval by BMRCL.]

Insert the text based on the Section VI (Terms of Reference) of the Tender and modified based on Forms T-1 through Form T-7 in the Service Provider's Proposal. Highlight the changes to Section VI of the Tender]

A handwritten signature in blue ink is positioned to the left of a circular purple stamp. The stamp contains the text 'BMRCL' at the top, 'O&M' in the center, and '863038' at the bottom.

Appendix B: Key Experts

Tender Document No.

Tender Title: Providing Services

Contract No _____; Date _____

Service Provider 's Name _____

[Insert a Table based on Form T-6 of the Service Provider's Technical Proposal and finalized at the Contract's negotiations. Attach the CVs (updated and signed by the respective Key Experts) demonstrating the qualifications of Key Experts.]



Appendix C

Not Used



Annex to Appendix C:

Not Used

[144]



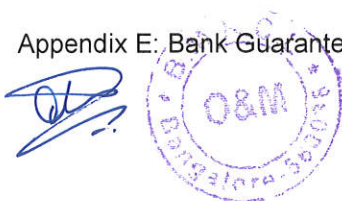
Appendix D

Not Used



Appendix E:

Not Used



Format 2: Not Used



Format 3:Not Used



Format 4 :Form of Bank Guarantee for Performance Security

(Refer GCC clause)

(To be stamped in accordance with the Stamp Act of the Country of Issuing Bank)

To

Bangalore Metro Rail Corporation Limited (BMRCL)
 3rd Floor, BMTC Complex,
 K.H. Road, Shanthinagar
 Bengaluru – 560027,
 Karnataka, INDIA.

1. **WHEREAS** _____ [*Name and Address of the Contractor*] (hereinafter referred to as the "Contractor") has undertaken for due performance of the Contract, in pursuance of LoA/Contract No. _____ for _____ [*Description of the Contract work to be specified*] (hereinafter referred to as "the Contract"). The Contract was awarded by Bangalore Metro Rail Corporation Limited (hereinafter referred to as the "Employer" or "BMRCL"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors and assignees, to the Contractor.
2. **AND WHEREAS** it has been stipulated in the Contract that the Contractor shall furnish to the Employer with an unconditional and irrevocable Bank Guarantee for *Performance Security* for the sum specified herein below as security for *compliance of the obligations and performance of the Contractor*. In pursuance to this M/s. _____ (the Contractor) has requested for issuance of the Bank Guarantee for the sum specified herein below.
3. **AND WHEREAS we** _____ [*Name and full address of the Bank including Email address*] having registered office at _____ (hereinafter referred to as the "Bank"), which expression shall unless repugnant to the context or the meaning thereof, include its successors, administrators, executors, assignees, and the correspondent Bank hereby agrees to give the Employer on behalf of the Contractor such a Bank Guarantee drawn and payable at Bengaluru branch.
4. **NOW therefore**, the Bank hereby affirm, that it is the guarantor and is responsible to the Employer and their successors, on behalf of the Contractor 'up to a total sum of _____ [*the amount of Guarantee to be specified in figure and words in the respective currency/ies in which the contract price is payable*]. Further, the Bank hereby unconditionally, irrevocably and without demur undertake to immediately pay, the Employer upon the Employer's first written demand and without cavil, or arguments any sum or sums within the limits of the sum specified in this Bank Guarantee as aforesaid without the Employer being required to prove or to show grounds or reasons for the demand, by depositing/crediting to the Current Account of the Employer, the sums specified herein.
5. This Bank Guarantee is encashable at the Issuing Bank's designated Branch in Bengaluru, Karnataka, India as mentioned below:

*Name of the Bank, Branch and contact details, Address, telephone no: & Fax No: E-mail Address
 Branch Manager/s name & Mobile No: Bank Zonal Office Address, Telephone No, Fax Number,*



OR

This e- Bank Guarantee shall be encashable at the issuing branch of the Bank through NeSL portal.

6. The Bank hereby confirms that the Bank is on the SFMS (Structural Finance Messaging System) platform and shall invariably send an advice of the Bank Guarantee to the designated Bank of the Employer (Bangalore Metro Rail Corporation Limited) as given below:

Sl. No.	Particulars	Details
i	Name of Beneficiary	Bangalore Metro Rail Corporation Limited
ii	Name of Bank	Bank of India
iii	Branch	Cantonment Branch, Bengaluru.
iv	Address of Branch	49, Jyothi Mahal, St. Mark's Road, Bangalore – 560 001
v	Account No.	840420110000739
vi	IFSC Code:	BKID0008404

7. This Bank Guarantee shall be encashed at the demand of the Employer on or before the due date.
8. The Employer shall have rights to encash this Bank Guarantee at any time during the validity period and the 'Contractor' shall have no right or claim whatsoever in the matter of encashment of the Bank Guarantee amount by the 'Employer'. The Bank will have their responsibility in terms of the guarantee and obligation, to make immediate payment to the 'Employer', without the consent of the 'Contractor' and without referring the matter to the 'Contractor'.
9. The Bank shall be liable to pay the 'Employer', any amount up to and inclusive of the aforementioned full amount upon written order from the 'Employer' to indemnify the 'Employer' for any liability or damage resulting from any defects and/or shortcomings of the 'Contractor' and/or the debts the 'Contractor' may have incurred with the 'Employer' and/or any parties involved in the Works under the Contract mentioned above, whether these defects and/or shortcomings and/or debts are actual and/or estimated and/or expected. The Bank will deliver the money required by the 'Employer' immediately on demand without delay without reference to the 'Contractor' and without the necessity of a previous notice or of judicial or administrative procedures and without it being necessary to prove to the Bank the liability or damages resulting from any defects or shortcomings or debts of the 'Contractor'.
10. Courts at Bengaluru, Karnataka, India shall have exclusive jurisdiction for adjudicating the disputes arising out of the encashment of the Guarantee, and, the said Bank undertakes not to revoke this Guarantee during its currency, except with the previous consent of the 'Employer' in writing and agree that any change in the constitution of the Bank shall not discharge its liability hereunder.
11. This Bank Guarantee will not be discharged due to the change in the constitution of the



'Contractor' or change in the constitution of the Bank.

12. This Deed of guarantee is signed and executed by Shri/Smt _____ and Shri/Smt _____ who is/are authorized by the Bank for issuing the guarantee on its behalf and their ID No/s. and Email address/es being _____ & _____ and _____ & _____ respectively.
13. The Bank's liability under this Guarantee shall not exceed the amount of _____ [Indian Rupees/Foreign Currency/ies to be specified in words and figures].
14. This Bank guarantee shall be valid till _____ [Date to be mentioned].
15. The pendency of any dispute or arbitration or other proceedings shall not affect this guarantee in any manner.
16. It is hereby agreed that the liability of the Bank under this guarantee shall cease on the happening of any of the following events:
 - a) Payment by the Bank of the Guaranteed sum in full to the 'Employer',
or
 - b) Issue of written communication by the Employer, to the Bank, along with the original Bank Guarantee discharging the Bank of its liability covered by this Bank Guarantee. In case of electronic Bank Guarantee (e-BG), release/discharge of e-BG by the Employer through NeSL Portal.

SIGNATURE AND SEAL OF THE GUARANTOR

DATE: _____

NAME OF THE BANK: _____

ADDRESS: _____

Notes:

1. The stamp paper of appropriate value shall be purchased in the name of the bank, who issues the 'Bank Guarantee'.
2. The Bank Guarantee to be submitted shall be got issued from an Indian Scheduled Bank (excluding Cooperative Bank) or from a Scheduled Foreign Bank as defined in Section 2(e) of RBI Act 1934 read with second schedule.
3. The above format shall be used for e-Bank Guarantee also.
4. For e-BG, the Entity Number of BMRCL is 'AAACB4881D'.
5. Tender No. shall be the reference to be stated in the e-BG.



Format 5 :Memorandum of Understanding (MoU) with Technology Provider

This Memorandum of Understanding (**MOU**) is entered into on _____ (the "**Effective Date**") by and between:

M/s _____(Service Provider)_____.(Hereinafter referred as "____"), a company with a Registered Office at _____

AND

M/s _____(**Technology Provider**)_____. (Technology Provider) (Hereinafter referred as "____"), a company with its Office at _____.

Each of _____and _____shall hereinafter be referred individually as a "Party" and collectively as the "Parties".

WHEREAS ____ (Service Provider) _____ is in the business of _____.

WHEREAS __(**Technology Provider**) _____is in the business of AI infused cloud based platform equipped with machine learning algorithms that uses cutting edge technology to measure, predict and monitor condition of concrete infrastructure;

WHEREAS THE **BMRCCL** has invited Bids for a Tender entitled "_____ (**Name of Tender**) _____" NIT No: _____(Hereinafter referred as the "**Tender**");

WHEREAS _____ Service Provider ____ is desirous of submitting a bid for the Project which includes (**Tender Name**) ; and

NOW, THEREFORE both the Parties hereto agree as follows:

1. This MOU is executed specifically for the above-mentioned **Tender** and cannot be used for any other Works/Tender.

2. ____**Tender** ____will be the main contractor for the Project with responsibility to the end-user for the overall works, including the provision of any required bank guarantees.

3. ____ **Technology Provider** ____agrees to provide technical pre-qualification experience certificate and technical support to **Tender** during the Bid phase of the above **Project** and ,in the event that **Tender** is successful with its Bid,____ **Technology Provider**____ agrees to provide technical services to the **Tenderer** for this **Tender** as set forth below.

4. This **MOU** shall commence as of the **Effective Date** and shall expire upon one of the following events, whichever shall occur first:

- a. The bid submitted by Service Provider is
- b. Rejected or Service Provider is otherwise disqualified by the client from participating in the bid;
- c. The Contract for the **Tender** has been awarded to another party;
- d. The client notifies the Service Provider that they will not proceed with the Tender;
- e. Either of the parties to this MOU is declared insolvent by a Court of Competent Jurisdiction; or
- f. 365 days have elapsed from the **Effective Date** first above written.



5. Nothing in this **MOU** shall be deemed to create, give effect to, or otherwise constitute a partnership, joint venture or other formal business entity of any kind and the rights, and obligations of the Parties shall be limited to those expressly set forth herein. Nothing in this **MOU** shall be construed to grant either **Service Provider** or **Technology Provider** the right to make commitments of any kind for or on behalf of the other Party, without the prior written consent of the other Party.

6. In the course of collaborating on the proposal for the Tender, the Parties will be sharing information with each other which maybe proprietary or confidential information. It is hereby agreed that both the Parties will maintain complete secrecy regarding such information until one year from the expiration of this **MOU** and will not divulge to any third party for any other purpose except for the success of the joint execution of the contract.

7. Neither this **MOU** nor any interest herein may be assigned, in whole or in part, by either Party hereto without the prior written consent of the other Party hereto.

8. This **MOU** sets forth the entire understanding of the Parties. This **MOU** can only be modified in a writing signed by both Parties.

9. This **MOU** is to be interpreted in accordance with the laws of India.

10. If a dispute between the Parties arises out of or in connection with this **MOU**, the neither Party shall serve a notice on the other Party adequately identifying and providing details of the dispute. Within fifteen (15) business days after the service of the above notice, the Parties shall confer atleast once to attempt to resolve the dispute.

a. In the event that the dispute cannot be resolved by conference between the Parties, or if at any time either Party considers that the other Party is not making reasonable efforts to resolve the dispute, either Party may by notice served on the other party refer the dispute to arbitration in accordance with this article.

b. Any dispute arising out of, relating to or in connection with this **MOU**, including any question regarding its existence, validity, or termination, shall be referred to and finally resolved by arbitration under the Rules of the Indian Act of Arbitration in effect at the time the arbitration is commenced, which Rules are deemed to be incorporated by reference into this clause except as modified herein. The place of the arbitration shall be in Bangalore. The arbitration shall be held, and the award shall be rendered, in the English language.

11. Each Party shall comply fully with all applicable laws and regulations, including all applicable anti-bribery laws and treaties, in their respective performances of the **MOU**.

IN WITNESS WHEREOF, the Parties hereto have executed this MOU as of the **Effective Date**.

____ (Service Provider **Name**) _____

____ **Technology Provider Name** _____

(Authorized Signatory)

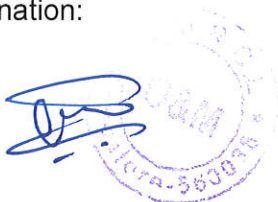
(Authorized Signatory)

Name:

Name:

Designation:

Designation:



Format 6 : FORM OF CERTIFICATE FOR ELIGIBLE SOURCE COUNTRIES

(To be submitted on Service Provider 's Letter head)

1. I/We, ...(Name of the Service Provider /Member)....., have read regarding restrictions on procurement from a Tenderer of a country which shares a land border with India and on subcontracting to contractors from such countries; and I/we certify that I/we am/are:

(a) **not from such a country,*

or,

(b) **from such a country (.....indicate country.....), have been registered with the Competent Authority@,*

and will not **sub-contract** any work to a contractor from such countries unless such contractor is registered with the "Competent Authority".

I/We hereby certify that I/we am/are fulfilling all requirements in this regard and eligible to be considered, in accordance to GCC clause 7.2.

2. Not Used
3. *I/We submit a registration certificate herewith as an evidence of valid registration by the "Competent Authority" and I/We further acknowledge the right of the Employer that absence of such a registration certificate in the Tender, if the Tenderer belongs to such country stated above, shall disqualify the Tenderer.
4. I/We acknowledge the right of the Employer to terminate the Tenderer for false declaration or certificate, along with further legal action in accordance with law.

Signature of the Service Provider



TECHNICAL SPECIFICATION OF DIGITAL INSPECTION AND HEALTH ASSESSMENT OF VIADUCT STRUCTURE IN REACH-1 OF LINE-1 SECTION

Providing a digital platform for entire approx.3.5 Km network of BMRCL.

a. Data Collection:

- (i) Tenderer shall use standard UAV's (drones) to acquire data from the assets. Significantly reducing inspection times, human-risks and costs.
- (ii) Tenderer shall conduct dedicated flights via UAV in order to acquire external surface data for the chosen span.
- (iii) Tenderer shall use selfdeveloped flight methodology to effectively collect data using sensors to detect structural defects for the assets. Following the aerial survey, data to be uploaded to Asset Management Platform.

b. **Data Processing:** The AI tool shall use deep learning algorithms and 3D modeling to automatically detect structural defects, classify, score, and color-code. The tool will measure and quantify structural defects in terms of size, type and location by combining computational geometry and computer vision. It will automate structural health assessment processes by identifying the level of severity of structural defects, pinpointing dangerous areas

c. Assigning an Asset Deterioration Score to catalyze data driven maintenance actions.

d. **Data Visualization:** Tenderer shall incorporate the portion of Viaduct under this study into a Cloud Based (Microsoft Azure etc..) Asset Management ,Software as a service (SaaS) Platform to gain access to an Allin-one-Asset-Space with Asset Condition Summary & built-in tools for defect detection, assessment and asset analysis. The Digital Inspection platform will enable Full portfolio risk assessment and in future can be integrated to BMRCL's internal data systems. This process will include customization to BMRCL in terms of:

- (i) Platform Localization – transformed to English Language
- (ii) Implementation of Methodology of Defects, Elements and Asset Scores
- (iii) Dashboard and Analytics

e. **Deliverables:** Tenderer shall incorporate the chosen Section into an Asset Management SaaS Platform.

The Project features will include:

- (i) Data Acquisition – Flight inspection service
- (ii) 3 Users access – Asset Management Platform
- (iii) Structural Defects: Detection, mapping, classification, measurement - Visual Analysis
- (iv) Full Defect Library- Size, Type, Location, Imagery, Description
- (v) 3D Digital Twins – Spans under this Project
- (vi) Defect Heat Maps – Spans under this Project



- (vii) Build in Civil Engineer Working Tools – Annotation, measurement of points of interest
- (viii) Asset Condition Assessment – Spans under this Project
- (ix) Inspection Report Generation
- (x) Dashboard and Analytics
- (i) A final report to be submitted in 2 hard copies, access to 5 users upto 1 year from the actual date of completion of work and as per the directions of engineer in charge of the work.



(1.16)
CPD

BANGALORE METRO RAIL CORPORATION LIMITED



TENDER

FOR

**PROVIDING SERVICES FOR DIGITAL INSPECTION AND HEALTH
ASSESSMENT OF VIADUCT STRUCTURE IN REACH-1 OF LINE-1 SECTION**

**VOLUME-2
FINANCIAL PACKAGE**



FEBRUARY 2025

**BANGALORE METRO RAIL CORPORATION LIMITED
O&M WING, BAIYAPPANAHALLI DEPOT,
ADMINISTRATIVE BUILDING, SV ROAD, BAIYAPPANAHALLI**

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SL. No.	Description	Page No.	
		From	To
1	FORM F-1 – <i>Summary of Costs</i>		05

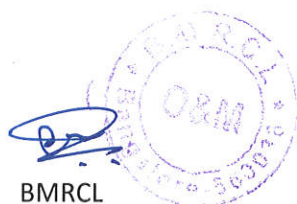


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Financial Package

Refer to ITS Clause 9.2.2



BMRCL

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Form F-1 Summary of Costs

Domestic Tenders - Rates are to be given In Rupees (INR) Only)

Refer to ITS Clause 9.2.2

Name of Work:		Procurement of Services for Digital Inspection and Health Assessment of Viaduct Structure in Reach-1 of Line-1 Section			
Tender No:					
Name of the Service Provider / Bidding Firm/ Company:					
	Lump Sum Cost	CGST %age And Amount	SGST %age And Amount	Cess %age And Amount	Total Cost of the Financial Proposal with Taxes
1	2	3	4	5	6
%age of GST					
Cost in Figs					
Cost in Words					



[Signature]

BMRCCL

Note :

1. Price Components

Service Provider shall indicate in the Price Schedule, all the specified components of prices shown therein, including the unit prices and Total Proposal prices.

The Contract price shall be fixed . The Contract Price Breakdown shall be provided as a separate attachments

2. Price Schedule

- a. Service Providers are to upload only the downloaded BOQ (in excel format) after entering the relevant fields without any alteration/ deletion/ modification of other portions of the excel sheet. All the columns shown in the price schedule should be filled up as required. If any column does not apply to a Service Provider, he should clarify the same.
- b. Service Providers shall fill in rates other than zero value in the specified cells without leaving them blank.
- c. The quoted price shall be considered to include all relevant financial implications, including inter-alia the scope of the Services to be delivered and the incidental goods/ works to be supplied, location of the Service Provider, site(s) of the delivery of Services, terms of delivery, extant rules and regulations relating to taxes, duties, customs, transportation, environment, labour, Mining & Forest of the Service Provider's country and in India.

3. Non-compliance

Tenders where prices are quoted in any other way shall be rejected as nonresponsive.

4. Firm Price

Unless otherwise stipulated in the AITS, prices quoted by the Service Provider shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

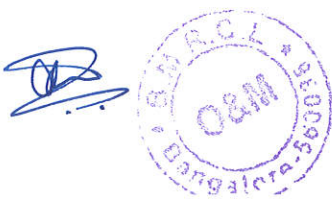
5. HSN Code and GST Rate:

If provided in this Tender Document, the HSN (Harmonized System of Nomenclature) code shall be only indicative. It shall be the responsibility of the Service Provider to ensure that they quote the exact HSN Code and corresponding GST rate for each activity of the Services being offered by them.

As per the GST Act, the Proposal and Contract must show the GST Tax Rates (and GST Cess if applicable) and GST Amount explicitly and separate from the Proposal/ contract price (exclusive of GST).

The Service Provider shall quote the price exclusive of GST (and GST Cess if applicable) to be paid extra, the rate and nature of such taxes applicable should be shown separately. Service Providers should quote 'GST' on the total basic rate of each service and quoted GST in '%' inclusive of cess.

If GST, other taxes, and duties are not specified, or the column is left blank in the price schedule, it shall be presumed that no such tax/ levy is applicable or payable by BMRCL.



Applicability to Imported Goods/ Services: Following the implementation of GST, importing commodities shall not be subject to erstwhile applicable duties like safeguard duty, education cess, basic customs duty, anti-dumping duty, etc. All these supplementary custom duties are subsumed under GST. The supply of commodities or services or both, if imported into India, shall be considered as supply under inter-state commerce/ trade and shall attract integrated tax (IGST). The IGST rate and GST cess shall be applicable on the 'Custom Assessable Value' plus the 'Basic Customs duty applicable thereon'.

6. Financial Proposal/ Cover

"Financial Proposal" shall comprise the Price Schedule (Submitted separately as an excel sheet) available on the e-Procurement Portal. Any additional information may be uploaded in pdf as additional documents. It should be filled considering all financially relevant details, including Taxes and Duties as per ITS-clause 6.3. It shall list all costs associated with the scope of service.

No additional technical details which have not been brought out in the Technical Proposal shall be brought out in the Financial Proposal. A Financial Proposal containing material Technical Information not disclosed in the Technical Proposal shall be declared non-responsive.

Signature of the Service Provider

A handwritten signature in blue ink is located to the left of a circular purple stamp. The stamp contains the text 'OAM' in the center and 'Bangalore-560075' around the bottom edge.

